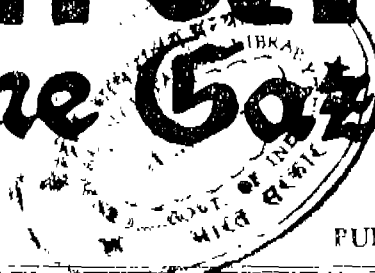




# भारत का राजपत्र The Gazette of India



प्राधिकार से प्रकाशित  
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सं. 33]

नई दिल्ली, शनिवार, अगस्त 18, 1990/श्रावण 27, 1912

No. 33]

NEW DELHI, SATURDAY, AUGUST 18, 1990/SRAVANA 27, 1912

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में  
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as  
a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-Section (ii)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं  
Statutory Orders and Notifications issued by the Ministries of the Government of India other than  
the Ministry of Defence)

गृह मंत्रालय

MINISTRY OF HOME AFFAIRS

नई दिल्ली, 30 जुलाई, 1990

New Delhi, the 30th July, 1990

का.आ. 2171—सरकारी स्थान (अप्राधिकृत कब्जा-  
धिकारियों की बेदखली अधिनियम, 1971 (1971 का  
40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए  
केन्द्र सरकार सहायक निदेशक, आंतरिक सुरक्षा सहायक,  
केन्द्रीय रिजर्व पुलिस बल, माउण्ट आबु, राजस्थान को भारत  
सरकार के एक राजपत्रित अधिकारी होने के नाते उक्त  
अधिनियम के प्रयोजनों के लिए सम्पदा अधिकारी के रूप में  
नियुक्त करनी है और आगे यह निर्देश देती है कि उक्त  
अधिकारी उक्त अधिनियम के द्वारा माउण्ट आबु, राजस्थान  
के केन्द्रीय रिजर्व पुलिस बल के नियंत्रण या कब्जे के अधीन  
सरकारी स्थानों के बारे में सम्पदा अधिकारी को प्रदत्त  
शक्तियों का प्रयोग करेगा और उसके लिए दिये गये कर्तव्यों  
का पालन करेगा।

S.O. 2171.—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1971 (40 of 1971), the Central Government hereby appoints the Assistant Director of Internal Security Academy, Central Reserve Police Force, Mount Abu (Rajasthan) being a gazetted officer of the Government of India, to be the estate officer for the purpose of the said Act, and further directs that the said officer shall exercise the powers conferred and perform the duties imposed on estate officers by or under the said Act in respect of public premises under the control or occupation of the Central Reserve Police Force at Mount Abu, Rajasthan.

[F. No. A-II-6/89-Admn-3/CRPF/MHA/FP. IV]

K. S. PARTHASARATHY, Dy. Secy.

वित्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 2 अप्रैल, 1990

प्रधान कार्यालय संस्थापन

[सं. ए. दो -6/89-प्रशा.-3/के.ए.ए.ए./गृह मंत्रालय/

एफ.पी.-4]

के.एस. पार्थसारथी, उपा. सचिव

का.आ. 2172—केन्द्रीय सरकार, केन्द्रीय राजस्व बोर्ड  
अधिनियम, 1963 (1963 का 54) की धारा 3 की

(3655)

उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय राजस्व सेवा (सीमा शुल्क एवं केन्द्रीय उत्पाद शुल्क) के अधिकारी श्री एच.एम. सिंह को जो इससे पूर्व सीमा शुल्क एवं केन्द्रीय उत्पाद शुल्क, विल्ली में प्रधान समाहर्ता के पद पर तैनात थे, को 2 अप्रैल, 1990 पूर्वाह्न से अगले आदेशों तक केन्द्रीय उत्पाद शुल्क एवं सीमा शुल्क बोर्ड में सदस्य नियुक्त करती है।

[फा.सं. ए-12026/11/90-प्रशा.-1]

एम.वी. वरदराजन, अवर सचिव

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 2nd April, 1990

HEADQUARTERS ESTABLISHMENT

S.O. 2172.—In exercise of the powers conferred by sub-section (2) of Section 3 of the Central Boards of Revenue Act, 1963 (No. 54 of 1963), the Central Government hereby appoint Shri H. M. Singh, an officer of the Indian Revenue Service (Customs & Central Excise), and formerly posted as Principal Collector of Customs & Central Excise, Delhi, as Member of the Central Board of Excise and Customs with effect from the forenoon of the 2nd April, 1990 and until further orders.

[F. No. A-12026/11/90-Ad.I]

S. V. VARADARAJAN, Under Secy.

(व्यय विभाग)

नई दिल्ली, 18 जुलाई, 1990

का. आ. 2173:—राष्ट्रपति, भारत के संविधान के अनुच्छेद 77 के खंड (3) के अनुसरण में, वित्तीय शक्तियों का प्रत्यायोजन नियम, 1978 का और संशोधन करने के लिए निम्नलिखित नियम बनाते हैं, अर्थात्:—

1. (1) इन नियमों का संक्षिप्त नाम वित्तीय शक्तियों का प्रत्यायोजन (तिसरा संशोधन) नियम, 1990 है।

(2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

2. वित्तीय शक्तियों का प्रत्यायोजन नियम, 1978 की अनुसूची 5 में, उपबंध में, क्रम सं. 26 (क) के सामने विद्यमान प्रविष्टियों के स्थान पर निम्नलिखित प्रविष्टियाँ रखी जाएंगी, अर्थात्:—

(1)	(2)	(3)	(4)
26(क)(1)	सभी प्रकार के कम्प्यूटरों को छोड़कर कार्यालयों के सभी उपकरण जिनके वर्तमान टाइपराइटर, इलेक्ट्रॉनिक टाइपराइटर, डिजिटल शब्द संसाधित, इन्टरकॉम उपकरण, कैल्कुलेटर, इलेक्ट्रॉनिक स्टेन्सिल कटिंग, डिक्टाफोन, टेपरिकॉर्डर, फोटोप्रॉक्सिमिटर, कॉपींग मशीन, फेकिंग मशीन, एड्रेसोग्राफ फाइल और अनुक्रमणी बनाने की पद्धति शामिल	पूरी शक्ति	(1) ऐसी मशीनों को शय, उन्हें किराये पर लेने, उनके अनुकरण और मरम्मत पर व्यय, वित्त मंत्रालय या पूर्ति विभाग द्वारा इस संबंध में समय-समय पर जारी किए गये साधारण या विशेष आदेशों के अधीन किया जायेगा।
			(2) कार्यालयों के प्रधान या इस संबंध में निर्दिष्ट साधारण शर्तों का अनुपालन करते हुए इस बाबत निम्नलिखित सीमाओं तक व्यय कर सकते हैं:—
			(1) आउटरी—500 रु. प्रति मास और
			(2) अनाउरी—5000 रु.
	(2) कम्प्यूटर (जिनके अस्तगत निजी कम्प्यूटर भी हैं)	40,000 रु.	(1) केन्द्रीय सरकार के किसी विभाग को कम्प्यूटर (रों) का किराये करने की शक्ति होगी परन्तु 5 लाख रु. से अधिक मूल्य के कम्प्यूटर का करने के लिए दूर स्थित विभाग को पूर्ण अनुमति प्राप्त करनी होगी।
			(2) अथवा प्राधिकारी कम्प्यूटर किराये करने के लिए यह सुनिश्चित करेगा कि किराये का जाने वाली पद्धति राष्ट्रीय सूचना केन्द्र (जिसे इसके दसक पञ्चान

(1)	(2)	(3)	(4)
			एन. आई. सी. कहा गया है) की पद्धतियों के अनुरूप है जिससे कि उनके पद्धति और एन. आई. सी. की पद्धति के बीच सूचना अंतरण सुकर बनाया जा सके।
		(3)	ऊपर (1) में निर्दिष्ट त्रय देशों कम्प्यूटरों तक निबंधित होगा और इलेक्ट्रॉनिक विभाग द्वारा इस निर्मित समय-समय पर जारी किए गए अनुदेशों के अधीन होगा।
			टिप्पण :- जहाँ कोई प्राधिकारी कम्प्यूटर का स्थल पर की ओरों का स्वतंत्र जाँच करना आवश्यक समझता वहाँ ऐसा जाँच इलेक्ट्रॉनिक विभाग द्वारा कम्प्यूटर के मूल्य को ध्यान में लाए बिना हो की जाएगा।

[सं. एक. 1 (28)-ई II(ए)/86]

प्रा. के. शर्मा, अवर सचिव

टिप्पण :- वित्तीय शक्तियों का प्रत्ययोजन नियम, 1978 अधिसूचना संख्या का. आ. 2131 तारीख 22 जनवरी, 1978 के अधीन प्रकाशित हुए थे और तदनुसार उनके निम्नलिखित संशोधन किए गए:

- (1) अधिसूचना सं. का. आ. 1887, तारीख 9-6-1979
- (2) अधिसूचना सं. का. आ. 2942, तारीख 1-9-1980
- (3) अधिसूचना सं. का. आ. 2611, तारीख 4-10-1980
- (4) अधिसूचना सं. का. आ. 2164, तारीख 15-8-1981
- (5) अधिसूचना सं. का. आ. 2304, तारीख 5-9-1981
- (6) अधिसूचना सं. का. आ. 3073, तारीख 4-9-1982
- (7) अधिसूचना सं. का. आ. 4171, तारीख 11-12-1982
- (8) अधिसूचना सं. का. आ. 1314, तारीख 26-2-1983
- (9) अधिसूचना सं. का. आ. 2502, तारीख 4-8-1984
- (10) अधिसूचना सं. का. आ. 22, तारीख 5-1-1985
- (11) गृह पत्र सं. का. आ. 1958, तारीख 11-5-1985
- (12) अधिसूचना सं. का. आ. 3082, तारीख 6-7-1985
- (13) अधिसूचना सं. का. आ. 3974, तारीख 24-8-1985
- (14) अधिसूचना सं. का. आ. 5641, तारीख 21-12-1985
- (15) अधिसूचना सं. का. आ. 1548, तारीख 19-4-1986
- (16) अधिसूचना सं. का. आ. 3183, तारीख 20-9-1986
- (17) अधिसूचना सं. का. आ. 3787, तारीख 8-11-1986
- (18) अधिसूचना सं. का. आ. 2508, तारीख 19-9-1987
- (19) अधिसूचना सं. का. आ. 3092, तारीख 7-11-1987
- (20) अधिसूचना सं. का. आ. 3581, तारीख 10-12-1988
- (21) अधिसूचना सं. का. आ. 641, तारीख 17-3-1990
- (22) अधिसूचना सं. का. आ. 1469, तारीख 26-5-1990

## (Department of Expenditure)

New Delhi, the 18th July, 1990

S.O. 2173 :—In pursuance of clause (3) of article 77 of the Constitution of India, the President hereby makes the following rules further to amend the Delegation of Financial Powers Rules, 1978, namely:

1. (1) These rules may be called the Delegation of Financial Powers (Third Amendment) Rules, 1990.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In Schedule V to the Delegation of Financial Powers Rules, 1978, in the Annexure, for the existing entries against Serial No. 26(a), the following entries shall be substituted, namely :—

(1)	(2)	(3)	(4)
"26 (a) (i)	All office equipments including typewriters, electronic typewriters, dedicated word processors, inter-com equipments, calculators, electronic stencil cutters, dictaphones, tape recorders, photo copiers, copying machines, franking machines, address ographs, filing and indexing systems, etc. excluding computers of all kinds.	Full powers	<p>(1) The expenditure on the purchase, hire, upkeep of and repairs to such machines shall be incurred subject to general or special orders issued by the Ministry of Finance or Department of Supply from time to time in this behalf.</p> <p>(2) Heads of offices may also incur expenditure in this regard subject to the observance to general conditions laid down in this regard upto the following limits :</p> <p>(i) Recurring Rs. 500/- per month and</p> <p>(ii) Non-recurring Rs. 5,000/-.</p>
(ii)	Computers (including Personal Computers).	Rs. 40,000	<p>(1) A Department of the Central Government shall have the power for purchase of computer(s) :</p> <p>Provided that for the purchase of computer(s) of the value exceeding Rs. 5 lakhs, the previous consent of the Department of Electronics shall be obtained.</p> <p>(2) The competent authority for the purchase of computers shall ensure that the system to be purchased is compatible with the systems of the National Informatics Centre (hereinafter referred to as (NIC) so as to facilitate transfer of information between their system and the NIC system.</p> <p>(3) The purchase referred to in (1) above shall be restricted to indigenous computers and shall be subject to the instructions, if any, issued by the Department of Electronics from time to time in this behalf.</p>

NOTE : Where it is felt necessary by an authority to have an independent examination of the inhouse com-

1	2	3	4
			puters requirements, the same shall be done by the Department of Electronics irrespective of the value of the computer(s)."

[No. F. 1(28)-E-II (A)/86]

P.K. SHARMA, Under Sec

NOTE : The Delegation of Financial Powers Rules, 1978 published vide Notification No. SO. 2131, dated 22nd July, 1978 have subsequently been amended by :—

- (i) Notification No. SO. 1887, dated 9-6-1979.
- (ii) Notification No. SO. 2942, dated 1-9-1980.
- (iii) Notification No. SO. 2611, dated 4-10-1980.
- (iv) Notification No. SO. 2164, dated 15-8-1981.
- (v) Notification No. SO. 2304, dated 5-9-1981.
- (vi) Notification No. SO. 3073, dated 4-9-1982.
- (vii) Notification No. SO. 4171, dated 11-12-1982.
- (viii) Notification No. SO. 1314, dated 26-2-1983.
- (ix) Notification No. SO. 2502, dated 4-8-1984.
- (x) Notification No. SO. 22, dated 5-1-1985.
- (xi) Corrigendum No. SO. 1958, dated 11-5-1985.
- (xii) Notification No. SO. 3082, dated 6-7-1985.
- (xiii) Notification No. SO. 3974, dated 24-8-1985.
- (xiv) Notification No. SO. 5641, dated 21-12-1985.
- (xv) Notification No. SO. 1548, dated 19-4-1986.
- (xvi) Notification No. SO. 3183, dated 20-9-1986.
- (xvii) Notification No. SO. 3787, dated 8-11-1986.
- (xviii) Notification No. SO. 2508, dated 19-9-1987.
- (xix) Notification No. SO. 3092, dated 7-11-1987.
- (xx) Notification No. SO. 3581, dated 10-12-1988.
- (xxi) Notification No. SO. 641, dated 17-3-1990.
- (xxii) Notification No. SO. 1469, dated 26-5-1990.

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 27 जुलाई, 1990

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 27th July, 1990

क्र.सा. 2174—उच्च मूल्य बैंक नोट (विमोचन) अधिनियम, 1978 (1978 का 11) की धारा 7 की उपधारा (7) के अनुसरण में, केन्द्रीय सरकार एन.एन. मूकरजी, संयुक्त सचिव, आर्थिक कार्य विभाग (बैंकिंग प्रभाग), नई दिल्ली के संयुक्त सचिव श्री एन.एन. मुखर्जी को श्री मन्तेश्वर झा के स्थान पर उक्त धारा के अधीन उस प्राधिकारी के रूप में प्राधिकृत करती है, जो किसी मामले या मामलों के वर्ग के लिए उस अधिधि को बड़ा सहता है, जिनके दौरान उच्च मूल्य के नोट विनिमय के लिए प्रस्तुत किय जा सकते हैं।

[सं. एफ 5/4/90-बी.ओ.-I]

एम.एस. सीतारामन, अवर सचिव

S.O. 2174.—In pursuance of sub-section (1) of section 7 of the High Denomination Bank Notes (Demonetisation) Act, 1978 (11 of 1978), the Central Government hereby authorises Shri N. N. Mookerjee, Joint Secretary, Ministry of Finance, Department of Economic Affairs (Banking Division), New Delhi, as the authority to extend in any case or class of cases, the period during which high denomination bank notes may be tendered for exchange under the said section vice Shri Mantreshwar Jha.

[No. F. 5/4/90-B O.II]

M. S. SEETHARAMAN, Under Secy.

नई दिल्ली, 3 अगस्त, 1990

का.आ. 2175—केन्द्रीय सरकार, औद्योगिक वित्त निगम अधिनियम, 1948 (1948 का 15) की धारा 21 की उप-धारा (2) के अनुसरण में, भारतीय औद्योगिक वित्त निगम के निवेशक बॉन्डों की सिकारिण पर उक्त निगम द्वारा जारी किए जाने वाले बॉन्डों, जो पहली अगस्त, 1990 से 31 दिसम्बर, 1990 की अवधि तक लागू रहेंगे, पर देय ब्याज की दर एतद्वारा 10 प्रतिशत (दस प्रतिशत) वार्षिक निर्धारित करती है।

[फा.सं. 2(24)/90-आई.एफ.आई.]

वी.पी. भारद्वाज, अवसर सचिव

New Delhi, the 3rd August, 1990

S.O. 2175.—In pursuance of sub-section (2) of Section 21 of the Industrial Finance Corporation Act, 1948 (15 of 1948) the Central Government, on the recommendation of the Board of Directors of the Industrial Finance Corporation of India, hereby fixes 10% (ten per cent) per annum as the rate of interest payable on the bonds having currency during the period of 1st August, 1990 to 31st December, 1990 to be issued by the said Corporation.

[F. No. 2(24)/90-IF.I]

V. P. BHARDWAJ, Under Secy.

वाणिज्य मंत्रालय

नई दिल्ली, 11 अगस्त, 1990

का.आ. 2176—केन्द्रीय सरकार, हिमशीतल मछली तथा मछली उत्पाद निर्यात (क्वालिटी नियंत्रक और निरीक्षण) नियम, 1987 के नियम 11 के साथ पठित निर्यात क्वालिटी नियंत्रण और निरीक्षण अधिनियम, 1963 (1963 का 22) की धारा 7 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत के राजपत्र, भाग-2, खंड-3, उपखंड (ii) तारीख 12 अगस्त, 1989 में प्रकाशित भारत सरकार के वाणिज्य मंत्रालय की अधिसूचना सं. का.आ. 1846 तारीख 8 जुलाई, 1989 का निम्नलिखित संशोधन करती है, अर्थात् —

उक्त अधिसूचना की सारणी में, क्र.संख्या 3 के सामने, स्तम्भ 2 के नीचे मद 2 के सामने की प्रविष्टि के स्थान पर निम्नलिखित रखा जाएगा, अर्थात् :—

“अध्यक्ष/उपाध्यक्ष

सी फूड एक्सपोर्ट्स एसोसिएशन आफ इंडिया,

मुम्बई—मदस्थ”

[फा. सं. 1/12/84-ई.आई.एण्ड ईपी (i)]

पाद टिप्पणी : का.आ. 1846 तारीख 8-7-89

MINISTRY OF COMMERCE

New Delhi, the 11th August, 1990

S.O. 2176.—In exercise of the powers conferred by sub-section (4) of section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), read with rule, 11 of the Export of Frozen Fish and Fishery Products (Quality Control and Inspection) Rules, 1987, the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Commerce No. S.O. 1846, dated 8th July, 1989, published in the Gazette of India, Part-II, Section 3, Sub-section (ii) dated the August 12, 1989, namely :—

In the Table to the said notification, against serial number 3 under column 2, for the entry against item number 2, the following shall be substituted, namely :—

“President/Vice President,  
Seafood Exporters Association  
of India, Bombay—Member”.

[F. No. 6/12/84-EI&EP (i)]

FOOT NOTE :—S.O. 1846 dated 8-7-89.

आदेश

का.आ. 2177.—भारत के निर्यात व्यापार के विकास के लिए भारत सरकार के वाणिज्य मंत्रालय की अधिसूचना सं. का.आ. 1153 तारीख 9 अप्रैल, 1990 में संशोधन करने के लिए कनिष्ठ प्रस्ताव, निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 11 के उपनियम (2) की अपेक्षानुसार, आदेश सं. का.आ. 353 तारीख 10 फरवरी, 1990 के अन्तर्गत भारत के राजपत्र भाग-II, खंड-3, उपखंड-(ii) तारीख 10 फरवरी, 1990 में प्रकाशित किए गए थे,

और उक्त आदेश के उक्त राजपत्र में प्रकाशित होने की तारीख से पैंनालीन दिनों के भीतर उन सभी व्यक्तियों में आक्षा और सुझाव मांगे गए थे, जिनके उत्तरे प्रसारित होने की संभावना थी ;

और उक्त राजपत्र की प्रतियां जनता को 10 फरवरी, 1990 को उपलब्ध करा दी गयी थी,

और उक्त प्रस्ताव पर जनता में प्राप्त आक्षेपों और सुझावों पर केन्द्रीय सरकार द्वारा विचार कर लिया गया है।

अतः अब, केन्द्रीय सरकार, निर्यात क्वालिटी नियंत्रण और निरीक्षण अधिनियम, 1963 (1963 का 22) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए निर्यात निरीक्षण परिषद में परामर्श करने के पश्चात् भारत सरकार के वाणिज्य मंत्रालय की अधिसूचना सं. का.आ. 1153 तारीख 9 अप्रैल, 1988 में निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में खंड 2 के स्थान पर निम्नलिखित खंड रखा जाएगा, अर्थात् :—

“2. इस आदेश को कोई भी यात भूमि, समुद्र या वायु मार्ग द्वारा भावी क्षेत्रों को मछली और उत्पादों के ऐसे नमूनों के निर्यात को जिनके किसी भी प्रकार के प्रत्येक नमूने का मूल्य 1000 रुपए से अधिक न हो और किसी भी मूल्य की ऐसी मछली और मछली उत्पादों का जिन्हें ऐसी शर्तों के अधीन रहने हुए जो भारत सरकार द्वारा समय-समय पर विनिर्दिष्ट की जाएं, पकड़ी जाती है और मछली पकड़ने वाले चाटरेल विदेशी जलयानों में अंडार रिया जाता है, लागू नहीं होगी।

[फा. सं. 6/12/84-ई-आई.एण्ड ईपी]

ए.के. चौधुरी, निदेशक

पाद टिप्पणी :—मूल अधिसूचना भारत के राजपत्र भाग-2, खंड-3 उपखंड (ii) तारीख 9-4-88 में एड्रेस. 1550-1583 77 में का.प्र. 1153 तारीख 9 अप्रैल, द्वारा 1983 द्वारा प्रकाशित हुई थी।

### ORDER

S.O. 2177.—Whereas for the development of the Export trade of India, certain proposals for amendment to the notification of the Government of India in the Ministry of Commerce No. S. O. 1153, dated 9th April, 1990 were published as required by sub-rule (2) of rule 11 of the Export (Quality Control and Inspection) Rules 1964, in the Gazette of India, Part-II, Section-3, sub-section (ii) dated the 10th February, 1990, under the order of S.O. 353, dated the 10th February, 1990;

And whereas the objections and suggestions were invited from all person likely to be affected thereby within a period of forty five days from the date of publication of the said order in the said Gazette;

And whereas the copies of the said Gazette were made available to the public on the 10th February, 1990;

And whereas objections and suggestions received from the public on the said draft have been considered by the Central Government;

Now, therefore, in exercise of the powers conferred by section 6 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963), the Central Government, after consulting the Export Inspection Council, makes the following further amendment in the notification of the Government of India in the Ministry of Commerce No. S.O. 1153, dated the 9th April, 1988, namely :—

In the said notification, for clause 2, the following clause shall be substituted, namely :—

"2. Nothing in this order shall apply to the export by land, sea or air of samples of fish and fishery products to prospective buyers, the value of which does not exceed Rs. 1000 per sample of any type; and fish and fishery products of any value caught and stored in chartered foreign fishing vessels subject to such conditions as may be specified by the Government of India from time to time."

[F. No. 6/12/84-EI&EP]

A. K. CHAUDHURI, Director

FOOT NOTE.—The Principal Notification was published vide S.O. 1153 dated 9th April, 1988 in the Gazette of India, Part-II, Section 3, Sub-section (ii) pages 1550—1583 dated 9th April 1988.

(मुख्य निर्यातक आयात-निर्यात का कार्यालय)

आदेश

नई दिल्ली, 25 जुलाई, 1990

का.प्र. 2178—मै. पंजाब वायरलेस सिस्टम लिमिटेड, मोहाली, एम.ए.एम. नगर, पंजाब को सामान्य मुद्रा धन्य के अन्तर्गत इलेक्ट्रॉनिकी मर्चें के आयात के लिए रुपये 71,90,500/- (सत्तर लाख, नब्बे हजार, पाँच सौ रुपये मात्र) मूल्य का आयात लाइसेंस में. पी/डी/2276362, दिनांक 25-2-89 मंजूर किया गया था।

2. फर्म ने उपर्युक्त लाइसेंस की सामान्य प्रयोजन प्रति की अनुलिपि जारी करने के लिए हम आधार पर आवेदन किया है कि मूल प्रति उन यों गई है या गुन हो गई है। उन्होंने आरोप यह भी बताया है कि उक्त लाइसेंस की सामान्य प्रयोजन प्रति गुन हो जाने से पूर्व ही शी.टी.आर. प्रारंभिक बायुधन पत्र (कस्टम हाउस), नई दिल्ली के पास पंजीकृत कराया गया था और उसका आंशिक उपयोग किया गया है।

3. अपने तर्कों के समर्थन में लाइसेंसधारी ने नोटरी पब्लिक, चण्डीगढ़ के समक्ष विधिवत शपथ लेकर दस्तावेज पत्र पर एक हलफनामा दाखिल किया है। तबनुसार मै. म.पु. 7-12-1955 के यथासंशोधित आयात (नियंत्रण) अधिनियम, 1955 की उपधारा 9(ग) के अन्तर्गत प्रस्तुत प्रक्रियाओं का प्रयोग करते हुए मै.पंजाब वायरलेस सिस्टम लिमिटेड को जारी की गई मूल सामान्य प्रयोजन प्रति सं. पी/डी/2276362, दिनांक 2-8-89 को एन-द्वारा रद्द किया जाता है।

4. तदनुसार उक्त लाइसेंस की सामान्य प्रयोजन प्रति की अनुलिपि प्रति पार्टी को अलग से जारी की जा रहा है।

[का.सं. म.प. 12/1242/डीजीडी/एम.एम-89/एसएसएस]

वी.आर. अहिर, उपाध्यक्ष (आयात निर्यात)

कृते मुख्य निर्यातक, आयात निर्यात

(Office of the Chief Controller of Imports and Exports)

### ORDER

New Delhi, the 25th July, 1990

S.O. 2178.—1. Punjab Wireless System Ltd., Mohali, SAS Nagar Punjab, were granted an Import Licence No. P/D/2276362 dt. 25-2-89 for Rs. 71,90,500 (Seventy one lakhs ninety thousand and five hundred only) for Import of Electronic items under GCA.

2. The firm has applied for issue of duplicate copy of "Custom Purpose Copy" of the above mentioned licence on the ground that the original Custom purpose Copy of the licence has been lost/misplaced by them. It has further been stated that Custom purpose copy of the licence has been

lost after having registered with I.G.I. Airport (Custom House) New Delhi and Utilised partly.

3. In support of their contention, the licensee has filed an affidavit on Stamped paper duly sworn in before a notary public, Chandigarh. I am accordingly satisfied and in exercise of the power conferred under sub-clause 9(cc) of the Import Control order 1955 dt. 7-12-55 as amended the said original Custom purpose copy No. P/D/2276362 dt. 23-2-89 issued to M/s. Punjab wireless system Ltd., is hereby cancelled.

4. Accordingly, duplicate Customs purpose Copy of the said licence is being issued to the party separately.

[No. Suppl/NS-12/1242/DGTD-AM-89/SLS]

B. R. AHIR, Dy. Chief Controller of Imports & Exports.

for Chief Controller of Imports & Exports.

**आद्य एवं नागरिक पूर्ति संज्ञा**

(नागरिक पूर्ति विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 25 जुलाई, 1990

क्र. आ. 2179.—भारतीय मानक ब्यूरो (प्रमाणन) विनियम, 1988 के विनियम 5 के उपविधियां (C) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिस/जिन लइसेंस(में) का/कि विवरण नीचे दिया गया है/हिए गए हैं, वह/वे उनके/उनके सामने की गई विधि से रद्द कर दिया गया है/हिए गए हैं।

**अनुसूची**

क्र.सं.	लाइसेंस संख्या तथा विनांक सीएस/एल	लाइसेंसधारी का नाम व पता	रद्द लाइसेंस के अनुरोध वस्तु/वस्तु तथा संस्थान भारतीय मानक	रद्द किए जाने की तारीख
1	2	3	4	5
1.	0579867	मै. सनरे केमिकल इंडस्ट्रीज, पं. मोतीलाल नेहरू रोड, जमुना किनारा, आगरा-282004	डॉर्टाई 5 प्रतिशत धूम्रकन चूर्ण IS : 564—1984	24 अक्टूबर 1989
2.	0669565	मै. आनसी मिटरलम (पेस्टीसाइड्स डिजिऑन) 15/7, मधुगा रोड, फरीदाबाद	डीडीटी जल विखरणीय चूर्ण IS : 565—1984	2 नवम्बर, 1989
3.	1012618	मै. सनरे केमिकल इंडस्ट्रीज, पं. मोतीलाल नेहरू रोड, जमुना किनारा आगरा-282004	एंडीमस्कान 35 प्रतिशत पायसनीय सांद्र IS : 4323—1980	14 अक्टूबर, 1989
4.	1439452	मै. स्वदेशी एन्टरप्राइजेज एंड केमिकल इंडस्ट्रीज, 111/108, ए. पोखरपुर, कानपुर	मोनोक्रोटोफास एगएल IS : 8074—1983	5 नवम्बर, 1989
5.	1976074	मै. सनरे इन्स्टीट्यूट ऑफ फर्टीलाइजर्स, 1 ए/2, इंडस्ट्रियल एस्टेट, अम्बोडूर, मद्रास -600098	डाइक्लोरोवास 76 प्रतिशत पायसनीय सांद्र IS : 5277—1978	16 मई, 1989

[सं.क्र.आ. 55 : 0579867-आदि]

एम सुब्रह्मण्यम, अपर महानिर्देशक

**MINISTRY OF FOOD AND CIVIL SUPPLIES**

(Department of Civil Supplies)

**BUREAU OF INDIAN STANDARDS**

New Delhi, the 25th July, 1990

S.O. 2179.—In pursuance of sub-regulation (6) of regulation 5 of the Bureau of Indian Standards (Certification) Regulation 1988 the Bureau of Indian Standards hereby notifies that the licence(s) particulars of which is/are given below has/have been Cancelled with effect from the date indicated:

**SCHEDULE**

Licence No. (CM/L--)	Name and Address of the licensee	Article/Process with relevant Indian Standard covered by the Licence cancelled	Date of Cancellation
1	2	3	4
1. 0579867	M/s Sunray Chemical Industries Pt. Motilal Nehru Road Jamuna Kinara Agra—282004.	DDT 5% Dusting Powders— IS: 564—1984	24 October 1989



1	2	3	4
2. 0669565	M/s. Artee Minerals (Pesticides Division) 15/7, Mathura Road, Faridabad.	DDT Water Dispersible Powders IS: 565—1984	2 November 1989
3. 1012618	M/s. Sunray Chemical Industries, Pt. Motilal Nehru Road, Jamuna Kinara, Agra-282004.	Endosulfan 35% Emulsifiable Concentrates—IS: 4323—1980	14 October 1989
4. 1439452	M/s. Swadeshi Enterprises & Chemical Inds., 111/108 A, Pokharpur, Kanpur.	Monocrotophos SL IS : 8074—1983	5 September 1989
5. 1976074	M/s. Southern Insecticides & Fertilizers, 1A/2, Industrial Estate, Ambattur, Madras-600098.	Dichlorvos 76% Emulsifiable Concentrates—IS: 5277-1978	16 May 1989

[No. CMD/55 : 0579867-Etc.]

S. SUBRAHMANYAN, Addl. Director General.

उद्योग मंत्रालय

(भारी उद्योग विभाग)

नई दिल्ली, 31 जुलाई, 1990

का.ग्रा. 2180.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में भारत बैगन एण्ड इंजीनियरिंग कम्पनी लिमिटेड के पटना स्थित प्रधान कार्यालय को, जिसके 80 प्रतिशत कर्मचारियों ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[सं. ई-11012(2)/89-हिन्दी]

नरेन्द्र पाल सिंह, संयुक्त सचिव

MINISTRY OF INDUSTRY

(Department of Heavy Industry)

New Delhi, the 31st July, 1990

S.O. 2180.—In pursuance of sub-rule (4) of rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies Bharat Wagon & Engineering Company Limited, Head Office Patna, the 80% staff whereof have acquired a working knowledge of Hindi.

[No. E-11012(2)/89-Hindi]

N. P. SINGH, Jt. Secy.

2089 GI/90—2.

(कम्पनी कार्य विभाग)

नई दिल्ली, 3 अगस्त, 1990

का.ग्रा. 2181.—एकाधिकार तथा अवरोधक व्यापारिक व्यवहार अधिनियम, 1969 (1969 क 54) की धारा 26 की उपधारा (3) के अनुसरण में केन्द्रीय सरकार एतद्द्वारा नेशनल ऑटो एसस्मरीज लि., जिसका पंजीकृत कार्यालय डेम्पो हाऊस, कैम्पाल पनाजी -403001, गोवा में है, के पंजीकरण के निरस्तीकरण को अधिसूचित करती है, क्योंकि उक्त उपक्रम ऐसे उपक्रमों में से है जिन पर उक्त अधिनियम के भाग “क” अध्याय-III के उपबन्ध अब लागू नहीं होते हैं।

[पंजीकरण संख्या 2608/88 सं. 16/1/90-एम-3]

(Department of Company Affairs)

New Delhi, the 3rd August, 1990

S.O. 2181.—In pursuance of Sub-section (3) of Section 26 of the Monopolies and Restrictive Trade Practices Act, 1969 (54 of 1969), the Central Government hereby notifies the cancellation of the registration of M/s. National Auto Accessories Limited having its registered office at Dempo House, Campal, Panaji-403001, Goa the said undertaking being under taking to which the provisions of part A chapter III of the said Act no longer apply.

[Registration No. 2608/88/No. 16/1/90-M, III]

का.आ. 2182.—एकाधिकार तथा अवरोधक व्यापारिक व्यवहार अधिनियम, 1969 (1969 का 54) की धारा 26 की उपधारा (3) के अनुसरण में केन्द्रीय सरकार एतद्वारा वरेली टेक्सटाइल इन्डस्ट्रीज लि. जिसका पंजीकृत कार्यालय गार्डन हाऊस, रामपुरा टुंकी, सूरत-395003 में है, के पंजीकरण के निस्तीकरण को अधिसूचित करती है क्योंकि उक्त उपक्रम ऐसे उपक्रमों में से है जिन पर उक्त अधिनियम के भाग "क" अध्याय-III के उपबन्ध अब लागू नहीं होते हैं।

[पंजीकरण संख्या 2587/88/सं 16/1/90-एम -3]

शशिसूषण सिंह, उप सचिव

S.O. 2182.—In pursuance of Sub-section (3) of Section 26 of the Monopolies and Restrictive Trade Practices Act, 1969 (54 of 1969), the Central Government hereby notifies the cancellation of the registration of M/s. Vareli Textile Industries Limited, having its registered office at Garden House, Rampura Tunki, Surat-395003 the said undertaking being undertaking to which the provisions of part A Chapter III of the said Act no longer apply.

[Registration No. 2587/88/No. 16/1/90-M. III]

S. B. SINGH, Dy. Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

शुद्धि-पत्र

नई दिल्ली, 23 जुलाई, 1990

का.आ. 2183.—केन्द्रीय सरकार, दन्त चिकित्सक अधिनियम, 1948 (1948 का 16) की धारा 10 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए भारतीय दन्त चिकित्सा परिषद् में परामर्श करके उक्त अधिनियम की अनुसूची के भाग-1 में निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अधिनियम के भाग-1 में, क्रम संख्यांक 31 और उसमें संबंधित प्रविष्टियों के स्थान पर, निम्नलिखित क्रम संख्यांक और प्रविष्टियां रखी जाएंगी, अर्थात् :—

1	2	3
"31 राजस्थान विश्वविद्यालय	दन्त शल्य चिकित्सा बी.डी.एस. स्नातक (यह उपाधि (राजस्थान अगस्त, 1988 के विश्वविद्यालय) बाद दी गई हो)	

[संख्या बी.-12018/2/89-पी.एम.एस.]

आर. श्रीनिवासन, अवर सचिव

पाद टिप्पण:

अनुसूची के भाग-1 में बाद में निम्नलिखित द्वारा संशोधित किया गया—

1. का.आ. संख्या 1548, तारीख 3 मई, 1988
2. का.आ. संख्या 2255, तारीख 1 जुलाई, 1988
3. का.आ. संख्या 79, तारीख 22 दिसम्बर, 1988
4. का.आ. संख्या 2672, तारीख 26 दिसम्बर, 1989
5. का.आ. संख्या 3138, तारीख 15 नवम्बर, 1989
6. का.आ. संख्या, 3282 तारीख 12 दिसम्बर, 1989
7. का.आ. संख्या 668 तारीख 26 फरवरी, 1990
8. का.आ. संख्या 1502 तारीख 3 मई, 1990

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health)

CORRIGENDUM

New Delhi, the 23rd July, 1990

S.O. 2183.—In exercise of the powers conferred by sub-section (2) of section 10 of the Dentists Act, 1948 (16 of 1948), the Central Government, after consulting the Dental Council of India, hereby makes the following further amendment in Part I of the Schedule of the said Act, namely:—

In Part I of the said Schedule, for serial number 31 and the entries relating thereto, the following serial number and entries shall be substituted, namely :—

1	2	3
"31 University of Rajasthan	Bachelor of Dental Surgery (When granted after August, 1988)	B.D.S. (University of Rajasthan)." "

[No. V-12018/2/89-PMS]

R. SRINIVASAN, Under Secy.

FOOT NOTE :—

Part I of the Schedule was subsequently amended vide:—

1. S.O. No. 1548 dated the 3rd May, 1988.
2. S.O. No. 2255 dated the 1st July, 1988
3. S.O. No. 79 dated the 22nd December, 1988
4. S.O. 2672 dated the 26th September, 1989
5. S.O. No. 3138 dated the 15th November, 1989
6. S.O. No. 3282 dated the 12th December, 1989
7. S.O. No. 668 dated the 26th February, 1990
8. S.O. No. 1502 dated the 3rd May, 1990.

सूचना और प्रसारण मंत्रालय

नई दिल्ली, 25 जुलाई, 1990

का.आ. 2184.—चलचित्र (प्रमाणन) नियम, 1983 के नियम 7 और 8 तथा चलचित्र अधिनियम, 1952 (1952 का 37) की धारा 5 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए एवं इस मंत्रालय के दिनांक 15 जून

1990 की समसंख्यक अधिसूचना के अनुक्रम में, केन्द्रीय सञ्चार केन्द्रीय फिल्म प्रमाणन बोर्ड के हैदराबाद सलाहकार पैनल में श्रीमती के. श्री देवी को सदस्य के रूप में तत्काल प्रभाव से तथा अगले आदेशों तक नियुक्त करती है।

[फाइल सं. 814/4/90-एफ(सी)]

टी.एस. अरसू, डेस्क अधिकारी(सी)

#### MINISTRY OF INFORMATION & BROADCASTING

New Delhi, the 25th July, 1990

S.O. 2184.—In exercise of powers conferred by Sub-Section (1) of Section 5 of the Cinematograph Act, 1952 (37 of 1952) and rules 7 and 8 of the Cinematograph (Certification) Rules 1983 and in continuation of this Ministry's Notification of this Ministry's Notification of even number dated 15th June, 1990 the Central Government is pleased to appoint Smt. K. Sree Devi, as a member of the Hyderabad Advisory Panel of the Central Board of Film Certification with immediate effect and until further orders.

[F. No. 814/4/90-F(C)]

T. S. ARASU, Desk Officer (C)

#### नागर विमानन मंत्रालय

नई दिल्ली, 30 जुलाई, 1990

का.आ. 2185.—वायु निगम अधिनियम, 1953 (1953 का 27) के खंड 4 द्वारा प्रदत्त शक्तियों का उपयोग करते हुए केन्द्रीय सरकार एतद्वारा तीन वर्ष की अवधि के लिये इंडियन एयरलाइन्स निदेशक-मंडल का पुनर्गठन करती है जिसमें निम्नलिखित सदस्य होंगे:—

- |                   |   |
|-------------------|---|
| 1. श्री कृष्ण देव | कार्यवाहक अध्यक्ष<br>एवं प्रबन्ध निदेशक |
|-------------------|---|

[फाइल संख्या एबी-18013/1/88-एए]

#### MINISTRY OF CIVIL AVIATION

New Delhi, the 30th July, 1990

S.O. 2185.—In exercise of the powers conferred by Section 4 of the Air Corporation Act, 1953 (27 of 1953) the Central Government hereby reconstitute the Board of Directors of Indian Airlines for a period of three years with the following members:-

- |   |                                     |
|---|-------------------------------------|
| 1. Shri Krishan Dev   | Acting Chairman & Managing Director |
| 2. Shri S.R. Gupte,<br>Acting Chairman & Managing Director<br>Air India.      | Director                            |
| 3. Shri B.K. Goswami<br>Director General<br>(Tourism).                        | ..                                  |
| 4. Shri P.K. Banerjee<br>Joint Secretary<br>Ministry of Civil Aviation.       | ..                                  |
| 5. Shri S. Krishnamoorthy<br>Financial Adviser<br>Ministry of Civil Aviation. | ..                                  |
| 6. Shri Ravindra Gupta<br>Joint Secretary<br>Ministry of Civil Aviation.      | ..                                  |

7. Shri V.K. Mathur  
Chairman  
I.A.A.I.

Director

8. Air Marshal C.K.S. Raje  
Chairman  
N.A.A.

9. Shri Harsh Vardhan  
Managing Director  
Vayudoot Ltd.

[F. No. AV. 18013/1/88-AA]

क्रा.आ. 2186.—वायुनिगम अधिनियम, 1953 (1953 का 27) के खण्ड 4 द्वारा प्रदत्त शक्तियों का उपयोग करते हुए केन्द्रीय सरकार एतद्वारा तीन वर्ष की अवधि के लिये एअर इंडिया के निदेशक मंडल का पुनर्गठन करती है जिसमें निम्नलिखित सदस्य होंगे:—

- |  |                                      |
|--|--------------------------------------|
| 1. श्री एस.आर. गुप्ते  | कार्यवाहक अध्यक्ष एवं प्रबन्ध निदेशक |
| 2. श्री कृष्ण देव,<br>कार्यवाहक अध्यक्ष एवं प्रबन्ध निदेशक<br>इंडियन एयरलाइंस। | निदेशक                               |
| 3. श्री बी.के. गोस्वामी<br>महानिदेशक (पर्यटन)                                  | निदेशक                               |
| 4. डा. जी. सुन्दरम,<br>अपर सचिव, वाणिज्य मंत्रालय                              | निदेशक                               |

- |  |        |
|--|--------|
| 5. श्री रवीन्द्र गुप्ता<br>संयुक्त सचिव, नागर विमानन मंत्रालय                | निदेशक |
| 6. श्री एस. कृष्णामूर्ति,<br>वित्त सलाहकार,<br>नागर विमानन मंत्रालय          | निदेशक |
| 7. श्री पी.के. बनर्जी<br>संयुक्त सचिव,<br>नागर विमानन मंत्रालय               | निदेशक |
| 8. श्री बी.के. माथुर,<br>अध्यक्ष, भारत अंतर्राष्ट्रीय विमानपत्तन प्राधिकरण   | निदेशक |
| 9. एअर मार्शल सी.के.एस. राजे,<br>अध्यक्ष,<br>राष्ट्रीय विमानपत्तन प्राधिकरण। | निदेशक |

[फाइल संख्या ए.वी. 18013/1/88-एए  
अनिल मिश्रा, उप सचिव]

S.O. 2186—In exercise of the powers conferred by Section 4 of the Air Corporation Act, 1953 (27 of 1953) the Central Government hereby reconstitute the Board of Directors of Air India for a period of three years with the following members:—

1. Shri S.R. Gupte

Acting Chairman & Managing Director

2. Shri Krishan Dev  
Acting Chairman & Managing Director  
Indian Airlines.

Director

3. Shri B.K. Goswami  
Director General  
(Tourism).

..

4. Dr. G. Sundaram  
Addl. Secretary  
Ministry of Commerce.

..

5. Shri Ravindra Gupta  
Joint Secretary  
Ministry of Civil Aviation.

..

6. Shri S. Krishnamoorthy  
Financial Adviser  
Ministry of Civil Aviation.

..

7. Shri P.K. Banerjee  
Joint Secretary  
Ministry of Civil Aviation.

Director

8. Shri V.K. Mathur  
Chairman  
I.A.A.I.

"

9. Air Marshal C.K.S. Raje  
Chairman  
N.A.A.

"

[F. No. AV.18013/1/88-AA]

ANIL MJSRA, Dy. Secy.

श्रम मंत्रालय

नई दिल्ली, 17 जुलाई, 1990

का.आ. 2187.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बरेली कारपोरेशन बैंक लि. के प्रबन्धतन्त्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 16 जुलाई, 1990 को प्राप्त हुआ था।

MINISTRY OF LABOUR

New Delhi, the 17th July, 1990

S.O. 2187.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby published the following award of the Central Government Industrial Tribunal, Kanpur, as shown in the Annexure in the industrial dispute between the employers in relation to the management of Bareilly Corporation Bank Ltd. and then workmen, which was received by the Central Government on 16-7-90.

ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL  
DEOKI PALACE ROAD, PANDU NAGAR, KANPUR

Industrial Dispute No. 99 of 1990

In the matter of dispute between:

Shri Prakash Chandra Arya  
C/o Sh. V. N. Sekhari  
26/104 Birhana Road, Kanpur-208001.

AND

The General Manager  
Bareilly Corporation Bank Limited  
Head Office Bareilly-243001.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-12012/20/89-IR (Bank-I) dt. 10-4-90, has referred the following dispute for adjudication to this Tribunal:

Whether the action of the management of Bareilly Corporation Bank Ltd. in terminating the services Sh. Prakash Chander Arya son of Sh. Gopal Ram

Arya w.c.f. 1-8-85 was justified? If not, to what relief the workman concerned is entitled?

2. In the instant case till 25-6-90, no statement of claim was filed on behalf of the workman dispute issue of two notices. On 25-6-90 none attended the case on behalf of the workman nor moved any application. Thus it seems that the workman is not interested in prosecuting the case.

3. Thus in the circumstances, stated above, a no claim award is given against the workman.

4. Reference is answered accordingly.

ARJAN DEV, Presiding Officer

[No. L-12012/20/89-IR(Bank-I)]

नई दिल्ली, 23 जुलाई, 1990

का.आ. 2188.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ इण्डिया के प्रबन्धतन्त्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबन्ध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20 जुलाई, 1990 को प्राप्त हुआ था।

New Delhi, the 23rd July, 1990

S.O. 2188.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby published the following award of the Central Government Industrial Tribunal, New Delhi, as shown in the Annexure in the industrial dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on 20-7-90.

ANNEXURE

BEFORE SHRI GANPAT SHARMA, PRESIDING OFFICER  
CENTRAL GOVT. INDUSTRIAL TRIBUNAL,  
NEW DELHI

I.D. No. 13/90

In the matter of dispute between:

Shri D. S. Rathor, Cashier,  
through Assistant General Secretary,  
State Bank of India Staff Association,  
Dehradun, 52 Rajpur Road, Dehradun 248001.

## Versus

Dy. General Manager,  
State Bank of India,  
Regional Office, 52 Rajpur Road,  
Dehradun-248001.

## APPEARANCES :

Shri B. K. Oza, Advocate—for the First Party.  
Shri P. S. Chari, Advocate—for the Second Party.

## APPEARANCES :

None—for the workman.

Shri V. K. Gupta—for the Management.

## AWARD

The Central Government in the Ministry of Labour vide its order No. L-12012/272/89-IR(B3) dated 19/22nd January 1990 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the stoppage of increment due to Shri D. M. Rathor, Cashier from 1-5-87 by the Management of State Bank of India vide then letter dated 23-8-86 is justified ? If not, to what relief is the workman entitled?"

2. Notice was given to the workman to appear in this case for 15-5-90 but the workman did not appear on that date. Fresh notice was again ordered to be issued for 12th June, 90 and the workman did not appear even on that day. It appears that the workman was not interested in the prosecution of the present case, therefore, the reference is disposed of accordingly for non-prosecution.

12th June, 1990

GANPAT SHARMA, Presiding Officer

[No. L-12012/272/89-IR(B-III)]

का.आ. 2189.—औद्योगिक विवाद अधिनियम, 19 47 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, स्टेट बैंक ऑफ इण्डिया के प्रबन्धतन्त्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निम्नलिखित औद्योगिक विवाद में औद्योगिक अधिकरण, (केन्द्रीय), अहमदाबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22 जुलाई, 1990 को प्राप्त हुआ था।

S.O. 2189.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the following award of the Industrial Tribunal (Central), Ahmedabad as shown in the Annexure in the industrial dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on 23-7-90.

## ANNEXURE

BEFORE SHRI H. D. PANDYA, PRESIDING OFFICER,  
INDUSTRIAL TRIBUNAL (CENTRAL) AT  
AHMEDABAD

Reference (ITC) No. 39 of 1984

## ADJUDICATION :

## BETWEEN

State Bank of India, Ahmedabad. First Party.

## AND

The workmen employed under it. Second Party.

In the matter of terminating the services of Shri K. H. Parmar, Cashier w.e.f. 24-5-1981.

## AWARD

This industrial dispute between State Bank of India, Ahmedabad and the workman employed under it has been referred for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947, to the Industrial Tribunal consisting of Shri G. S. Barot, by the Government of India, Ministry of Labour and Rehabilitation's Order No. L-12012/39/84-D.II.A dated 2-8-1984 and subsequently transferred to me.

2. The dispute relates to a single demand of the workman which is as under :—

"Whether the action of the management of State Bank of India, Regional office, Ahmedabad in terminating the service of Shri K. H. Parmar, Cashier with effect from 24-5-1981 is justified ? If not, to what relief is the workman concerned entitled ?"

3. The second party i.e. the concerned workman Shri K. H. Parmar has filed the statement of claim at Ex. 5 in which he alleged that he was working in the first party Bank for the last many years. His service record is clean, blotless and without any blemish. He was sincere, honest and efficient in his work. He has further alleged that the first party has terminated his services without any reason or justification. His service were terminated with mala fide intention and without adopting any legal or proper procedure. His termination of service is in violation of Section 25F of the Industrial Disputes Act. He has not committed any misconduct and that no inquiry was conducted against him before termination of service. The termination order is, therefore, illegal and invalid and it is passed in violation of principles of natural justice. He, therefore, complained about it to the Labour Officer of the Government. However, there was no settlement between the parties. Desk Officer, therefore, referred the industrial dispute whether the termination of his service Shri K. H. Parmar, Cashier with effect from 24-5-1981 was justified ? If not, to what relief the workman concerned was entitled ? The reference was originally referred to the Industrial Tribunal of Shri G. S. Barot and subsequently it was transferred to me in accordance with law for disposal according to law.

4. The first Party Bank has filed its written statement at Ex. 7 in which it denied the allegations made by the second party Shri Parmar in his statement of claim. They contended that Shri Parmar was appointed as Cashier at the Ahmedabad Municipal Corporation Branch with effect from 1-10-1973. Shri Parmar had submitted report for casual leave for three days from 6-3-1980 to 8-3-1980 though his continuance days was absolutely necessary during this time. In spite of instructions from Branch Manager, Shri Parmar did not report on duty. Subsequently Shri Parmar applied for privilege leave on 27.2.1980 for the reasons that he was proceeding to West Germany. However, his application was not granted. It is further contended that though without taking prior permission or without any intimation on consent from the first party Bank, Shri Parmar proceeded to West Germany. The said act of Shri Parmar was highly irregular. At the same time he was aware that a balance of only 5 days' privilege leave was available to him in his privilege leave account. He left India without the permission of the Bank and also remained absent from duty without any leave being sanctioned to him. It is further contended that as Shri Parmar remained absent from duty without any intimation the Bank sent a Registered A. D. letter dated 25-3-1980 advising him to resume duty. The said letter was sent to him to his last known residential address of Ahmedabad. However, the said letter was returned undelivered with the remarks "Left India". Again on 8-7-1980 a similar letter was addressed to him to resume duty. However, the same was also returned undelivered with the same type of remarks. Thereafter Shri Parmar wrote a letter to the Bank from West Germany (without stating his address) requesting the Bank to grant extension of leave

on the ground that he was sick. He had not produced any medical certificate in support thereof. As his first application for privilege leave was not granted the question of application for extension of leave did not arise. Shri Parmar had not mentioned his address in the West Germany and so it was not possible for the Bank to contact him by post or telegram. Shri Parmar had also not intimated to the Bank the purpose for which he had gone to West Germany for such a long period and, therefore, in view of the conduct of Shri Parmar the Bank had a right to presume that by remaining on unauthorised absence for a continuous period from the duty and by remaining incommunicado, the workman concerned had no intention to continue his employment in the Bank and that he had voluntarily abandoned his employment with the Bank. In spite of that conduct of the workman concerned, the Bank gave ample opportunity to Shri Parmar to report back on duty by writing various letters etc. In spite of that Shri Parmar did not resume the duty. The Bank was obliged to treat his unauthorised absence from duty as voluntary abandonment of employment by him. It is further contended that the Bank had even deputed a responsible officer to the residence of Shri Parmar where his wife was staying to ascertain the facts. However, she showed ignorance about postal address of her husband at West Germany. Shri Parmar had sent a draft of Rs. 1075 which was drawn by Frankfurt Branch and so they had instructed their Branch Manager of Frankfurt Branch to contact the workman concerned but the workman concerned had given a false address to even that branch also. It is further contended that they had made serious efforts to contact Shri Parmar and asked him to resume the duty. However, he did not turn up or resumed his duties. Therefore, they had no alternative but to remove his name from the muster roll. The reason for removing his name from the muster was also intimated to Shri Parmar to his last known address and so from 24th May, 1981 the name of Shri Parmar was removed from the muster of the Bank. The above order was also returned undelivered. The above order is legal and valid. After the above order was passed after about two years Shri Parmar sent a notice through his Advocate stating that he should be reinstated in the Bank with full back wages. The above attitude of Shri Parmar was totally illegal and unjustified and by remaining absent from duty for such a long time, the Bank was justified in believing that Shri Parmar had obtained a good job in West Germany and opted for voluntary abandonment of his service. The name of Shri Parmar was removed from the muster of the Bank and, therefore, the reference of Shri Parmar for reinstatement and back wages was illegal and improper. It, therefore, urged to dismiss the reference of Shri Parmar.

5. The evidence of the second party Shri Parmar is recorded at Ex. 11. He has not examined any other witness. The first party has examined Shri Gulabchand Laxminarayan Sharma at Ex. 28. The Bank has also not examined any other witness.

6. I heard the learned Advocate Shri P. S. Chari appearing on behalf of the second party Shri Parmar and the learned Advocate Shri B. K. Oza, appearing on behalf of the Bank.

7. Most of the facts are not in dispute before me. They may briefly be stated as under :

Shri Parmar was serving as a Cashier at Ahmedabad Municipal Corporation Branch in the first Party Bank with effect from 1st October, 1973. On 27th February, 1980 Shri Parmar had given application to grant him 90 days (privilege leave from 9th March, 1980 to 8th June, 1980 as he wanted to go abroad for visit. This application is at Ex. 12. It appears that thereafter Shri Parmar proceeded to West Germany without taking any prior permission or without any intimation or consent of the Bank. It appears that when Shri Parmar gave application Ex. 12 for privilege leave at that time he had only 5 days' privilege leave to his credit and his leave was not sanctioned. The Bank, therefore, informed Shri Parmar to resume the duties. However, the letters which were sent to Shri Parmar were returned undelivered with remarks "Left India". Thereafter Shri Parmar wrote a letter to the Bank from West Germany on 23rd July, 1980 informing the Bank to extend his leave as he was sick and he was taking treatment. This letter is at Ex. 14. However Shri

Parmar had not given his address of West Germany. As the first application of Shri Parmar for privilege leave was not granted and the bank ordered that the question of extension of leave did not arise and Shri Parmar had also not sent the medical certificate with his letter. Thereafter Shri Parmar did not resume the duties and so the Bank treated his unauthorised absence on duty and thereafter his name was struck off from the muster roll on 24th May, 1981. Shri Parmar has challenged the above order of the Bank in this reference.

8. Now, it is the case of Shri Parmar that his termination order is passed in violation of Section 25-F of the Industrial Disputes Act. He has not committed any misconduct and that before passing the termination order no inquiry was held against him. He, therefore, alleged the order of termination is illegal and invalid. He, therefore, submitted to reinstate him in service with full back wages.

9. The Bank has denied the above allegation of Shri Parmar. According to the Bank, Shri Parmar remained absent in spite of the fact that they had not granted his leave and that the Bank was obliged to treat his unauthorised absence from duty as voluntary abandonment of service and that Shri Parmar had gone to West Germany and that he was remaining absent without leave and that he had voluntarily abandoned the service and, therefore, his name was struck off from the muster roll on 24th May, 1981. According to them their order is legal and valid. Therefore, Shri Parmar is not entitled to any relief. They, therefore, urged to dismiss the reference of Shri Parmar.

10. In view of the above contentions of the parties, the following points arise for my determination :—

- (1) Whether Shri Parmar proves that the order of termination passed by the Bank on 24th May, 1981 is illegal and invalid?
- (2) Whether Shri Parmar proves that he is entitled to the reliefs of reinstatement with full back wages.
- (3) What order?

11. My findings on the above points for the reasons stated below are as under :—

- (1) Yes. Shri Parmar proves that the order of termination passed by the Bank on 24th May, 1981 is illegal and invalid.
- (2) Yes. Shri Parmar proves that he is entitled to the relief of reinstatement with 75 per cent back wages.
- (3) As per order mentioned below.

#### REASONS

12. Now, as stated by me Shri Parmar was serving as Cashier in the first party Bank from 1st October, 1973 and he was posted at Ahmedabad Municipal Corporation Branch. On 27th February, 1980 Shri Parmar gave application Ex. 12 informing the Branch Manager of the above Bank that he should be granted 90 days' privilege leave from 9th March, 1980 to 8th June, 1980 as he wanted to go abroad for visit. When Shri Parmar gave an application Ex. 12 to the Bank at that time only 5 days' privilege leave was to his credit. His application was, therefore, not granted by the Bank and he was not given any leave. In spite of this fact Shri Parmar did not resume the duty and he went to West Germany. Thereafter the Bank wrote letters to Shri Parmar informing him to resume the duties. However, the letters were returned with the remarks "Left India". These letters are on record. Thereafter on 23rd July, 1980 Shri Parmar wrote letter Ex. 14 to the Bank informing him to extend his leave as he was sick and he was taking treatment of doctor in West Germany. However, Shri Parmar had not sent any certificate of the doctor alongwith the letter. However, the question of granting his leave did not arise as his previous application for granting privilege leave was not allowed by the Bank and the Bank had not granted any privilege leave to him. Thereafter Shri Parmar did not resume the duty. Therefore, the Bank treated the above conduct of Shri Parmar as unauthorised absence from the duty and thereafter his name was struck off from the muster roll on 24th May, 1981.

13. Now, it is the case of Shri Parmar that his services were terminated in violation of Section 25F of the I.D. Act and therefore, the order passed for terminating his service is illegal and invalid. So let us see whether Shri Parmar proves his above contention.

14. Now before we decide the merits of the above contentions of Shri Parmar it is better to refer to certain provisions of the I.D. Act and the decisions cited at the bar.

15. Now, the definition of the 'retrenchment' is given in Section 2(oo) of the Industrial Disputes Act. Section 2(oo) which is material for our purpose reads as under:—

"2(oo) "retrenchment" means the termination by employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

- (a) voluntary retirement of the workman, or
- (b) retirement of the workman on reaching a age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or
- (c) termination of the service of a workman on the ground of continued ill health."

16. Section 25F of the Industrial Disputes Act deals with the provisions regarding condition precedent to the retrenchment of workman. Section 25-F which is material for our purpose reads as under:—

"25F. No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by the employer until—

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice:

Provided that no such notice shall be necessary, if the retrenchment is under an agreement which specifies a date for the termination of service;

- (b, the workman has been paid, at the time of retrenchment, compensation, which shall be equivalent to fifteen days' average pay for every completed year of continuous service or any part thereof in excess of six months; and
- (c) notice in the prescribed manner is served on the appropriate Government (or such authority as may be specified by the appropriate Government by notification in the Official Gazette).

17. In the case of Delhi Cloth & General Mills Ltd. Vs. S. N. Mukherjee and others reported in 1978 1 L.L.J. Supreme Court page 1, it was held that 'striking off the name of the workman from the rolls by the Management is termination of his service. Such termination of service is retrenchment within the meaning of S. 2(oo) of the I.D. Act. In the case of L. Robert D'Souza Vs. Executive Engineer, Southern Railway and another, reported in 1982 1 L.L.J. Supreme Court page 330, the above decision was followed and it was held that if the name of the workman is struck off from the roll that itself would constitute retrenchment.

18. Now bearing the above provisions of the Industrial Disputes Act and the principles laid down in the above decisions in mind we should turn to decide the merits of this reference. Now as stated earlier, it is specifically contended by the first party in their written statement that Shri Parmar remained absent without leave and that he continued unauthorised absence from the duty and, therefore, his name was struck off from the roll from 24-5-1981 (see para 7 of the written statement). Thus, the name of Shri Parmar was removed from the muster roll from 24-5-1981 as he remained absent without leave and he continued unauthorised absence from the duty. Therefore, in view of the above provisions of Section 2(oo) of the I.D. Act and in view of the principles

which were laid down in the above two decisions it is crystal clear that as the name of Shri Parmar was removed from the roll by the Bank, such termination of service of Shri Parmar is retrenchment within the meaning of Section 2(oo) of the Act.

19. Now, termination of service of Shri Parmar amounts to retrenchment. It is an admitted fact that before the Bank removed the name of Shri Parmar from the muster roll they had not complied with the provisions of Section 25-F of the I.D. Act. The Bank had not given one month's notice nor they had paid wages in lieu of such notice to Shri Parmar. They had not even paid any compensation as required to be paid under Section 25F of the I.D. Act to Shri Parmar. Therefore, the Bank had terminated the services of Shri Parmar in violation of Section 25F of the Act. Therefore, the termination of service of Shri Parmar is illegal and invalid. It was held in the case of State Bank of India Vs. N. Sundata Money reported in 1976 (49) F.J.R. page 78 Supreme Court that if the employer terminates the service of the workman without complying with the provisions of Section 25F of the Act then such termination is illegal and invalid. In view of the above, as stated earlier, the Bank has not complied with the provisions of Section 25F of the I.D. Act before termination of the service of Shri Parmar and, therefore, the termination of service of Shri Parmar is illegal and invalid.

20. It is also the case of Shri Parmar that before termination of his service no inquiry was held against him and that his termination order is in violation of the principles of natural justice and, therefore, according to him the termination order is also illegal and invalid.

21. Now it is an admitted fact that before the Bank struck off the name of Shri Parmar from the roll no inquiry was held against him. Now, the parties are governed by National Industrial Tribunal (Bank Disputes) Award on the Industrial Disputes between certain Banking Companies and Corporations and their workmen (In short 'Desai Award') and it can be seen from page 343 of this book that absence without leave is a 'minor misconduct'. The punishment for minor misconduct is provided in clause (7) on page 344 of this book. It is also evident from clause (8) of this book that in all cases in which action under paragraphs (3), (5) or (7) may be taken, the proceedings held shall be entered in a book kept specially for the purpose, in which the date on which the proceedings are held, the name of the employee proceeded against, the charge or charges, the evidence on which they are based, the explanation and evidence, if any, tendered, by the said employee, the finding or findings with the grounds on which they are based and the order passed shall be recorded with sufficient fullness, as clearly as possible, and such record of the proceedings shall be signed by the officer who holds them. Thus in the case of even minor misconduct as per the Desai Award the Bank has to hold inquiry as per the procedure laid down in clause (i) of the above Desai Award. However, in this case the Bank has not held any inquiry against Shri Parmar. They have not even followed the procedure as laid down in clause (i) of the above Desai Award. Therefore, also the order of termination of services of Shri Parmar passed by the Bank is illegal and invalid. In the case of Navinchandra Shakarchand Shah Vs. Ahmednagar Co-operative Department Stores Ltd., reported in 1979 1 L.L.J. Gujarat High Court p. 60 at p. 64 it was held that where inquiry which is either required to be held according to procedure prescribed in the Standing Order or according to the principles of natural justice and it has not been so held the order recorded in such an inquiry would be a nullity. In the case of Machine Tools & Ancillaries Castings (Pvt.) Ltd. Vs. Additional Labour Court, Madras and others reported in 1 L.L.N 1981 Madras High Court n. 523 it was held that the order of dismissal passed without giving an opportunity to the workman as contemplated in standing order 17(4)(c) of the model standing orders is invalid. In the case of Devki Nank Prasad v. State of Bihar reported in A.I.R. 1971 SC n. 1409 it was held that the order of termination of service passed under Rule 26 of Bihar Service Code on account of servant's continuous absence for 5 years without giving him opportunity under Article 311(2) would be invalid. In the case of Kamlesh Sharma (Smt.) Vs. Union of India and others reported in 1988 1 L.L.N p. 64 the name of



employee was struck off from the roll as he remained absent without leave for more than 15 consecutive days. The decision of Devki Nand Prasad was relied on in the above cited decision and it was held that the termination of the employee is illegal and invalid.

22. Thus, it is evident from the above that the termination of Shri Parmar was struck off from the roll without holding any inquiry against him. Therefore, the termination of his service is illegal and invalid.

23. The learned Advocate Shri B. S. Oza appearing on behalf of the Bank relied on the case of Mazagon Dock, Ltd. Vs. Sri A. D. Rodrigues reported in 1953 1 L.L.J. (Labour Appellate Tribunal, Bombay) p. 591. He vehemently relied on the following observations of the Tribunal:—

"6. We must look at this matter from the point of view of general discipline. Without any reason an employee suddenly leaves his work and does not reappear until after six weeks in spite of several letters having been sent to him to the address which he had given. The work of the concern becomes disrupted and if other arrangements have to be made there is a fresh disturbance in the office when such an employee turns up at his sweet will to resume his work. It would be impossible for concerns to carry on their business if this was permitted."

Now, the facts in the above cited decision and the facts before me are different. In the above cited decision the opponent absented himself from work without permission from 29th September, 1952 and in spite of several letters sent to him he did not return to work. Therefore, charge-sheet was framed and copy of it was sent to him by registered post and the charge-sheet was also sent to the union concerned. Thereafter the inquiry was held. However, the opponent did not appear in the inquiry. The management, therefore, decided to discharge the opponent. In the reference before me the facts are different. I have narrated at length the facts hereinabove, in short, the Company did not frame charges against Shri Parmar nor any inquiry was held against him and that his name was struck off from the roll without any inquiry. As stated earlier under the Desai Award the Bank should have framed charge and should have held the inquiry. In spite of that the Bank did not frame any charge nor held any inquiry. Therefore, the facts in the above cited decision and the facts before me are different and, therefore, the above cited decision is not in any way helpful to the Bank.

24. Shri Oza also relied on the case of B.E.S.T. Workers' Union Vs. B.E.S.T. Undertaking reported in 1970 1 C.R. p. 339. In the above cited decision it was held that the action as actually taken by the Undertaking against the workman in terminating his services, as no longer required, was, held legitimate exercise of powers emanating from Standing Order No. 26(1). It was further held that it was not necessary for the respondent to have recourse to departmental action under Standing Order 20(2) purely by reason of the fact that unauthorised absence from duty constituted a misconduct as contemplated under Standing Order No. 20(f) and, therefore, the Industrial Court did not interfere with the action taken by the Undertaking in terminating services of the workman. The facts in the case before me and the facts in the above cited case are also quite different. In the above cited case the Undertaking had taken action under the standing orders. The Undertaking exercised its powers from standing order No. 26(f) while the facts in this reference are quite different I have narrated the facts hereinabove and, therefore, I do not repeat it and so the above cited case is not in any way helpful to the Bank.

25. Shri Oza also relied on the case of The Tata Engineering and Locomotive Company Ltd., Jamshedpur Vs. The Presiding Officer, Industrial Tribunal, Ranchi and another reported in 1988 1 L.L.J. p. 403 and the decision in the case of Burn & Co. Ltd. Vs. Their employees reported in 1951 1 L.L.J. p. 226. In the above cited it was held that in the case of continued absence without any permission it is not necessary to serve any formal charge to the workman before he is discharged from service. Now in the case of The Tata Engineering and Locomotive Company Ltd., Jamshedpur (Supra) the Company had framed charge against the workman and the respondent an ex-parte departmental inquiry

was also held and in that inquiry the workman was found guilty of absence without permission on leave and therefore the Company had discharged the workman. In the case of Burn & Co. Ltd. Supra the workman remained absent without any leave or permission and no charge was framed against him and no inquiry was held against him. The Tribunal had ordered to reinstate the workman. The matter went to the Appellate Tribunal and the Appellate Tribunal also held that the workman was discharged without the Company framing a charge or holding any inquiry and, therefore, the rules of natural justice had been violated. Therefore, the Appellate Tribunal dismissed the appeal of the Company and confirmed the order of the Tribunal. The matter went to the Supreme Court and the Supreme Court held that the ground of discharge is a continued absence of the employee and his inability to do work and it is difficult to see what purpose would be served by formal charge being delivered to him and what conceivable answer he could give thereto. The order of the Appellate Tribunal was, therefore, set aside. Now, there is no dispute regarding the above principles. However, as stated earlier, in the reference before me absence without leave is a minor misconduct as per the Desai Award and punishment for minor misconduct is provided in clause (7) of the Desai Award at page 344 and as per clause (8) of the said Award even for minor misconduct if the Bank wants to take action against its workman then they have to frame charge and to conduct inquiry as provided in the clause. Therefore, in the reference before me for the alleged misconduct the Bank should have framed charge against Shri Parmar and should have conducted inquiry as provided in clause (8) of the Desai Award. However, they have not done so. Thus the facts in the above cited case and the case before me are quite different and so the above cited cases are not in any helpful to the Bank.

26. Thus, it is evident from the above discussion that the Bank did not frame any charge against Shri Parmar. They have not even held inquiry against him. Therefore, the action of the Bank in terminating the services of Shri Parmar without even framing the charge and without holding any inquiry against him is illegal and invalid.

27. Apart from the above, we assume that it is not necessary for the Bank to frame formal charge or to hold any formal inquiry against Shri Parmar. Then let us see what is the position. Now as stated earlier, as per the clause (6) of the Desai Award at page 343 absence without leave is a minor misconduct. Now, punishment for minor misconduct is provided in clause (7) of the Desai Award (see page 344) clause (7) which is material for our purpose reads as under:—

"(7) An employee found guilty of minor misconduct may:

- (a) be warned or censured; or
- (b) have an adverse remark entered against him; or
- (c) have his increment stopped for a period not longer than six months."

28. Thus it is evident from clause (7) that if any employee found guilty of minor misconduct may be warned or censured or have an adverse remarks entered against him or have his increments stopped for a period not longer than six months. Therefore, for a minor misconduct an employee cannot be dismissed from service or he cannot be discharged from service. In view of the above, if an employee remains absent without leave, then he can be warned or censured or have an adverse remarks entered against him or have his increments stopped for a period not longer than six months. Shri Parmar cannot be removed from service or he cannot be discharged from service. However, the Bank has struck off the name of Shri Parmar from the roll as he remained absent without leave or permission. Therefore also the order of the termination of Shri Parmar is illegal and invalid.

29. Facing with the above difficulties the Bank has come with the case that Shri Parmar has abandoned the service. This contention is raised by the Bank in their written statement at Ex. 7. Now, it is the case of the Bank that Shri

Parmar has voluntarily abandoned service. Therefore, now let us see whether the Bank proves its above contention. Now it is well settled in the case of Gaurishankar Vishwakarma Vs. Eagle Spring Industries (Private) Ltd. and others reported in 1988 1 L.L.N. page 259 that it is for the employer to prove abandonment. Therefore, in the case before me the Bank has to prove that Shri Parmar has abandoned the service.

30. Now, the Bank has examined witness Shri Gulabchand Laxminarayan Sharma at Ex. 28. He was serving as Branch Manager in Municipal Corporation Branch of the Bank. He has specifically stated in his cross-examination that Shri Parmar was removed from service for absence without leave meaning thereby unauthorised leave. According to him this is a misconduct as per bipartite settlement. Thus, the Bank's witness Shri Gulabchand L. Sharma has in so many words stated that Shri Parmar was removed from service on the ground of absence without leave meaning thereby unauthorised leave and according to bipartite settlement it is a misconduct. Thus for the above misconduct Shri Parmar was removed from service. Shri Gulabchand has not stated a word in his deposition that Shri Parmar had abandoned the service of the Bank. So even though the Bank has contended in their written statement Ex. 7 that Shri Parmar had abandoned the service of the Bank. However, the witness Shri Gulabchand Sharma Ex. 28 who was the Branch Manager at the material time do not say a word about it. On the contrary, he has specifically stated in his deposition that Shri Parmar was removed on the charge of absence without leave meaning thereby unauthorised leave. Apart from that even there is ample evidence to show that Shri Parmar has never abandoned the service of the Bank. As stated earlier on 27-2-1980 Shri Parmar had made an application in which he had requested the Branch Manager to grant him 90 days' Privilege Leave from 9th March, 1980 to 8th June, 1980. He has also stated in this application that he has only 5 days' Privilege Leave to his credit and the remaining 85 days' leave may be given to him on loss of pay. Thus Shri Parmar had requested the Bank to grant him above leave. If Shri Parmar wanted to abandon the service of the Bank he would not have given application Ex. 12. Furthermore Shri Parmar had specifically stated in his application Ex. 12 that he had to go abroad for visit. Furthermore, as stated earlier, Shri Parmar had also sent letter Ex. 14 on 23-7-1980 from West Germany to the Branch Manager. In this letter also Shri Parmar had requested the Branch Manager to extend his leave as he was sick and taking treatment of a doctor in West Germany and he has also stated he was unable to come back. So even from West Germany Shri Parmar had requested to extend his leave on the ground of sickness. Now if Shri Parmar had abandoned the service of the Bank then he would not have written the letter Ex. 14 for extension of his leave. He has written letter Ex. 14 which itself shows that he has not abandoned service of the Bank. Thus the evidence which is on record itself shows that Shri Parmar had not abandoned the service of the Bank.

31. The learned Advocate Shri Oza for the Bank relied on the case of the Managing Director Cs. Babasaheb Devgonda Patil and another reported in 1988 Lab. I.C. page 288. Now, the facts in the above case and the facts before me are quite different. In the above cited case the workman remained absent from duty without leave and more than three years continuously. Workman had not asked for leave and he had not even cared to explain his absence. It was, therefore, held that the workman must be said to have abandoned service voluntarily. Now in the case before me as stated earlier, Shri Parmar had given application requesting the Bank to give him 90 days' P.L. as he wanted to go abroad. As he had 5 days' P.L. to his credit he had requested to grant him 85 days' leave without pay. Thereafter also Shri Parmar had sent letter to the Bank from the West Germany requesting the Bank to extend his leave as he was sick and taking treatment in West Germany. Therefore, the facts in the above cited case and the facts before me are quite different and therefore the above cited case is not in any way helpful to the Bank.

32. Thus, it is evident from the above discussion that Shri Parmar had not abandoned the service of the Bank. In view of the above, the Bank has not proved that Shri Parmar had abandoned the service of the Bank.

33. Thus, in short, the Bank struck off the name of Shri Parmar from the roll and when they took the above action against Shri Parmar at that time they did not comply with the provisions of Section 25F of the Industrial Disputes Act. In short, they did not give any notice to Shri Parmar as required under Section 25F and they even did not pay any retrenchment compensation to Shri Parmar as provided under Section 25F and, therefore, action of the Bank in terminating service of Shri Parmar is illegal and invalid. Furthermore, as stated earlier, when the Bank struck off the name of Shri Parmar from the roll at that time they did not frame any charge against him nor did they hold any inquiry against him and, therefore, also termination of Shri Parmar is illegal and invalid. Furthermore, Shri Parmar had committed minor misconduct under the Desai Award and the Bank has no right to remove Shri Parmar from service for commission of minor misconduct by Shri Parmar and, therefore, also the order of the Bank in terminating the service of Shri Parmar is illegal and invalid. Furthermore, at this stage we also should not lose sight of the observation made in the case of Sardarsingh Devisingh Vs. Dist. Supdt. of Police, Sabarkantha & Others reported in 1985 G.L.H. page 40 which is reproduced below :—

"6. When an authority is conferred with the power to inflict one of the several penalties such as caution or censure, reprimand, extra drill or duty; fine, stoppage of increments, reduction in rank, removal or dismissal, it is obvious that the authority must give a serious thought to the question of choice of penalty. The choice cannot be arbitrary but must depend on the nature of misconduct established in a given case. Just as a road roller cannot be brought to crush a fly, so also the extreme penalty of dismissal cannot be inflicted for misconduct which is not equally grave. The consequences of removal or dismissal from service are severe, some times the entire family is ruined because another job or work may not be easy to find and, therefore, it is all the more necessary that the punishment of removal/dismissal should be invoked sparingly and in cases which can be described as gross, such as, receiving illegal gratification, misappropriation or defalcation of public funds, behaviour which is morally reprehensible, gross abuse or misuse of authority, etc. However, if a policeman remains absent without leave, it certainly has an adverse effect on a disciplined force which can be remedied by imposing a lighter penalty such as withholding of increments or the like. Even thereafter if he does not show improvement in future and commits a similar violation of the conduct rules, he can be visited with a harsher penalty and ultimately, if need be, removal from service also. It is, however, necessary that before the extreme penalty is imposed, he is given an opportunity to improve by imposing a lighter penalty which would no doubt pinch him but not ruin him. If a bread winner is deprived of a job for misconduct of remaining absent without leave, it is not only he who suffers on that account but the entire family faces economic ruination. It is, therefore, necessary that the authority which is charged with the duty to select the punishment to be imposed on a delinquent for proved misconduct must weigh all these pros and cons and after a serious application of mind decide on the punishment which can be substantiated as commensurate or proportionate to the established guilt. In *R. M. Parmar v. Gujarat Electricity Board, Baroda*, 23(1) GLR 352 (= 1982 GLH 254) it was observed that in order not to attract the charge of arbitrariness, it has to be ensured that the penalty imposed is commensurate with the magnitude of the fault. When penalties of different categories can be imposed in respect of alleged fault, the disciplinary authority per force is required to consult himself for selecting the most appropriate penalty from out of the range of penalties available having regard to the nature, extent and gravity of the default. These observations were approved by a Division Bench in *G.S.R.T.C. v. Jamnadas Becharbhai*, 23(2) GLR 557 (= 1982 GLH 1057). There can, therefore, be no doubt that

the authority conferred with the power to impose penalty is charged with a delicate and difficult duty which must be discharged with due care and caution in a responsible manner. Even in a disciplined force different categories of punishments have been provided which make it clear that the extreme penalty of removal/dishisal from service can be imposed only if the misconduct is so gross that the employee cannot be tolerated in service and his presence would have a demerious effect on his colleagues."

34. In view of the above, the order of termination passed by the Bank is illegal and invalid. Therefore, Shri Parmar has proved that the order of termination passed against him by the Bank is illegal and invalid.

35. As stated above, the termination order passed by the Bank is illegal and invalid. Therefore, in ordinary course Shri Parmar is entitled to reinstatement with full back wages. It is, however, urged by Shri Uza appearing on behalf of the Bank that there is much delay by Shri Parmar in approaching the Court and, therefore, he should not be reinstated in service with full back wages. In support of his above contention, he relied on the case of *Ram Chandra Yadav vs. State of Bihar* reported in 1988 11 L.L.J. page 343; (2) *Vinayak Bhagwan Sneye vs. M/s. Kasi Patel Pvt. Ltd.* and another reported in 1984 1 L.L.J. page 205; (3) *Shammar Works Ltd. vs. its workmen*, reported in 1959 11 L.L.J. page 26. In the case of *Ram Chandra Yadav* (supra) there was much delay in approaching court by the workmen and, therefore, the Supreme Court reinstated the workmen without back wages. In the case of *Vinayak Bhagwan Sneye* there was delay in conduct of proceedings before the Labour Court due to the absence of the employee and there was delay in filing the statement of claim and several dates were taken by the employees. The Bombay High Court, therefore, reinstated the workman with 50 per cent back wages. In the case of *Shammar Works Ltd.*, the Supreme Court did not reinstate the workmen as the reference was vague and it was delayed. Now, there is no dispute regarding above principles.

36. Now, in the reference before me the name of Shri Parmar was struck off from the muster roll on 24-5-1981. Thereafter the industrial dispute which was already stated before me earlier was referred for adjudication on or about 2-8-1984. Shri Parmar filed his statement of claim Ex. 5 on or about 16-1-1986. Thus, there is a delay on the part of Shri Parmar in approaching the court. However, as stated earlier the Bank has struck off the name of Shri Parmar from the roll and it amounts to retrenchment and, therefore, the order of termination of Shri Parmar is ab initio void. However, looking to the fact that there is much delay in approaching the Tribunal and thereafter filing the statement of claim by Shri Parmar in my opinion Shri Parmar could be punished for approaching the Court late if he is not paid 25 per cent of his back wages. In view of the above, Shri Parmar is entitled to reinstatement in service with 75 per cent back wages. Therefore, Shri Parmar has proved that he is entitled to reinstatement in service with 75 per cent of the back wages. I, therefore, answer the point No. 1 in the affirmative and the point No. 2 as that Shri Pandya has established that he is entitled to reinstatement in service with 75 per cent back wages.

37. In view of my decision on the above points, as above it has to be declared that termination of service of Shri Parmar by the Order dated 24-5-1981 is illegal and invalid and is not justified and that the Bank has to be ordered to reinstate Shri Parmar with 75 per cent back wages and the remaining reference of Shri Parmar has to be dismissed. I, therefore, pass the following order:—

#### ORDER

The reference of Shri Parmar is partly allowed. It is hereby ordered that the order dated 24-5-1981 of the Bank is illegal and invalid and is not justified. The Bank is hereby ordered to reinstate Shri Parmar. It is also hereby ordered that the Bank should pay 75 per cent of the back wages to

Shri Parmar. The remaining reference of Shri Parmar is hereby dismissed. No order as to costs.

Ahmedabad,  
Dated, 19th July, 1990.

H. D. PANDYA, Presiding Officer

[No. L-12012/39/84-D.II(A)]

का.आ. 2190.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकारस्टेट बैंक ऑफ इण्डिया के प्रबंधन के संबंध निरोजकों और उनके कर्मचारों के बीच, अनुबन्ध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20 जुलाई 1990 को प्राप्त हुआ था।

S.O. 2190.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Central Government Industrial Tribunal New Delhi as shown in the Annexure in the industrial dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on 20-7-1990.

#### ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I. D. No. 74/89

In the matter of dispute between :

Shri R. S. Saini, Clerk, through the President, State Bank of India Staff Association, 2124/2, Hari Singh Nalwa Street No. 38, Karol Bagh, New Delhi-110005

Versus

The Regional Manager, State Bank of India, Delhi Regional Office, Region No. 2, 11 Sansad Marg, New Delhi-110001.

#### APPEARANCES :

Shri S. L. Gupta—for the Management.  
None—for the workman.

#### AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/104/89-IR (B-3) dated Nil has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the Regional Manager, SBI, Region II, New Delhi in dismissing Shri R. S. Saini, Clerk, Jahangir Puri Branch, Delhi from Services, w.e.f. 8-5-1986 is justified ? If not, to what relief the workman concerned is entitled to ?"

2. The President of the State Bank of India Staff Association has given in writing that no dispute was raised by the Organisation and somebody has been misusing the letter head of the Organisation by raising the dispute. The workman never appeared himself inspite of notice having been sent by registered post and in view of the written application of the union it appears that the workman is not interested in the present reference. The same is accordingly disposed of for want of prosecution.

Dated : 10th July, 1990.

GANPATI SHARMA, Presiding Officer

[No. L-12012/104/89-IR(B-III)]

नई दिल्ली, 26 जुलाई, 1990

का. धा. 2191 औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में केन्द्रीय सरकार द बनारस स्टेट बैंक लि., के प्रबंधन के सबद्ध नियोज्जकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अतिकरण कानपुर के पंचाट का प्रकाशित करती है, जो केन्द्रीय सरकार का 26-7-90 को प्राप्त हुआ था।

New Delhi, the 26th July, 1990

S.O. 2191.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby published the following award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of The Benaras State Bank Ltd. and their workman, which was received by the Central Government on 26-7-1990.

#### ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 28 of 1988

In the matter of dispute between Shri Nand Lal Pandey  
S/o Shri Ram Nath Pandey B-1/12 Assi Varanasi.

AND

The Assistant General Manager (P) The Benaras State  
Bank Limited Head Office D-52/1 Luxa Road  
Varanasi.

#### AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-12012/98/87-D.IV (A) dated Nil has referred the following dispute for adjudication to this Tribunal :

Whether the action of the management of the Benaras State Bank Ltd. in respect of their Bulanala Branch in terminating the services of Shri Nandlal Pandey Sub-staff w.e.f. 1-2-84 is justified? If not, to what relief the workman concerned is entitled?

2. The case of the workman in short is that he joined as a peon on 1-6-83 at Bulanala Branch of the Bank and worked as such till 1-2-84. His services were illegally terminated in violation of the provisions of Section 25-F I. D. Act. This was done just to deprive from being absorbed in bank's service permanently. The workman further alleges that after termination of his services fresh hands were recruited without affording him any opportunity by the bank. The bank thus violated the provisions of Section 25-H of the Act. Violation of provisions of Section 25-G has also been asserted by the workman in the claim statement. The workman has, therefore, prayed that he be reinstated with full back wages and with all other consequential benefits.

3. In defence the management plead that in order to promote industrial harmony, the management of the bank and the two Unions operated in the bank arrived at a settlement on 4-7-86. In terms of the said settlement the workman applied for permanent post in sub staff cadre on account of his having worked for more than 240 days temporarily in 12 consecutive months. As such in terms of para 5 of the settlement his claim would be considered at an appropriate time i.e. after expiry of existing penal of sub staff. In the circumstances there remains no dispute between the parties and the workman is not entitled to the relief claimed by him.

4. In his rejoinder, the workman has not admitted the settlement to which the management has referred in their

written statement. In the alternative, the workman alleges that no settlement can surpass the provisions of law. The management is bound by the provisions of Section 25-F I. D. Act.

5. In support of his case, the workman has filed his own affidavit and a few documents. On the other hand, in support of their case, the management have filed the affidavit of Shri B. S. Pandey Manager, Mainpuri Branch and the copy of settlement.

6. There is almost no dispute about the fact that the workman had worked as a peon at Bulanala Branch of the bank for 245 days from 1-6-83 to 1-2-84. It has also been corroborated by the workman by means of his affidavit. There has been no cross examination of the workman on this point from the side of the management. Further there is no specific denial of this fact by the management in their written statement. Even the management witness in his affidavit has kept silent on it. Hence, it is held that the workman had worked for 245 days as a peon at Bulanala Branch of the Bank during the period 1-6-83 to 1-2-84.

7. There is no evidence nor pleading from the side of the management that before terminating the services of the workman he was given any notice or notice pay and paid retrenchment compensation. Thus there was a clear violation of the provisions of Section 25-F I. D. Act. by the management meaning thereby that the termination of workman's services was void ab initio. Ordinarily in view of this finding the workman would have been entitled to the relief of reinstatement with full back wages and other consequential benefits. However, in the instant case, the management have set up a settlement dated 4-7-86 copy of which is Ext. M-1. Although the settlement was not admitted by the workman in his rejoinder, the document has been admitted during the course of proceedings by the authorised representative for the workman.

8. The settlement appears to have been arrived at between the management of the bank and All India Benaras State Bank Employees Union, the Union which has been authorised by the workman to represent him in the present proceeding/case.

9. Para A of the terms of the settlement relate to Sub-Staff Cadre. According to para (1), the management agrees to absorb in permanent services of the bank temporary employees who had worked in the bank in Sub-Staff Cadre for not less than 240 days which includes Sundays and Holidays during the intervening period of their temporary employment till the date of this settlement provided they possess minimum educational qualification of Class V. Para 3 say that the bank will notify in prominent news paper of the State within 30 days from the date of signing of this settlement calling for applications from eligible candidates. It further says that in this connection a suitable circular will also be issued by the Head Office. The copy of circular has been filed by the workman and it has been admitted by the management side. The circular is dated 24-4-89 and is marked as Ext. W-1. Para 5 of the circular is to the effect that after scrutiny of such applications statewide penal will be prepared on the merit of working days of the candidates and such empanelled candidates would be absorbed in the permanent vacancy in sub cadre on or after exhausting the existing penal of the sub cadre.

10. In his cross examination the workman has admitted that there had been such a settlement on 4-6-86 between the management of the bank and All India Benaras State Bank Employees Union. He has deposed that in pursuance of the said settlement, he had applied for his permanent absorption in the bank's service. He has then admitted that in penal his name appears at Serial No. 2. At Serial No. 1 there appears the name of Shri Ram Prakash Dixit. It follows therefore that there existed a settlement and acted in pursuance of the terms of the settlement.

11. The contention of the representative of the Union who have been appearing for the workman is that the workman is not bound by this settlement. It is illegal and arbitrary. With this I do not agree. We have seen that the workman had acted upon the settlement. Moreover, it appears to be of his benefits. If on account of violation of the section 25-F of the Act his reinstatement with full back

wages is ordered his employment would remain temporary and not permanent. In any event the management after complying with the provision of section 25-F I. D. Act would terminate his services at any time. But the settlement has offered him an opportunity for permanent service in the bank. The Courts/Tribunals have always encouraged such settlements which are based on the principle of Give and Take. Simply because a settlement does not satisfy the wishes of a few workman does not mean that such a settlement is not valid in the eye of law. In *Shaw Wallace and Company Versus Industrial Tribunal, West Bengal and others* 1986 Lab LC 2030 (Cal), it was held that the settlement between employer and workman represented by their recognised Union should not be interfered easily even though it may operate with a little bit of harshness to a section of employees and there must be some kind of give and take and collective bargaining for industrial peace and harmony. Labour Court have bounden obligations to maintain the settlement. It would be most appears improper to ignore the settlement and insert in it some thing totally different. In this ruling reliance was placed by his Lordships of Calcutta High Court on the Ruling given by Hon'ble Supreme Court in *Hubbersons Limited Versus Workmen of Hubbertsons* AIR 1977 S.C. 322 in which it was held that a settlement should be taken as a package deal.

12. In the circumstances referred to above, the workman cannot resile from the terms of the settlement. His case is fully covered by the terms of settlement as has been admitted by him in the cross examination, in the penal constituted by the management on the basis of applications received from eligible candidates his name appeared at serial No. 2. It is hope that he will be soon taken into permanent service of the bank and worries would be over.

13. In para 15 of the settlement it is laid down that the matter of temporary employees who have worked in the bank from time to time stands fully resolved in terms of the settlement and no claim on the basis of temporary employment and/or termination of temporary employment and till the date of this settlement will be entertained for absorption in the bank and/or for any other benefits by initiating proceedings under the I. D. Act, 1947. Hence, the workman cannot be granted ordinary relief of reinstatement with back wages and other consequential benefits to which he would have been entitled on account of his termination of services being void abinitio for non compliance of the provisions of Section 25-F I. D. Act.

14. In view of the settlement dated 4-7-86, he is simply entitled to be permanently absorbed in the bank service as per its terms.

15. The reference is answered accordingly.

ARJAN DEV, Presiding Officer

[No. L-12012/98/87-D.IV(A)]

का. अ. 2192—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसंधान में, केन्द्रीय सरकार द बनारस स्टेट बैंक लि., के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिवक्ता कानपुर पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-7-1990 को प्राप्त हुआ था।

S.O. 2192.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby published the following award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of The Benares State Bank Ltd. and their workmen, which was received by the Central Government on 26-7-1990.

## ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 15 of 1988

In the matter of dispute between :

Shri Balkrishna Selot CK 6/10 Gola Gali Varanasi.

AND

The Asst. General Manager, The Benares State Bank  
Ltd., H.O. D-52/1 Luxa Road, Varanasi.

## AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-12012/85/87-D.IV (A) dated 8-2-88, has referred the following dispute for adjudication to this Tribunal :—

Whether the action of the management of Benares State Bank Ltd. in relation to their Saidpur Branch in termination the services of Shri Balkrishna Selot Clerk w.e.f. 8-7-84 is justified? If not, to what relief the workman concerned entitled?

2. The case of the workman in short is that he was appointed on 1-6-83, in a clear vacancy in the clerical cadre at banks Bananala Branch Varanasi. He alleges that he had worked in the clerical cadre at different seats at Bananala Branch from 1-6-83 to 30-11-83 and at Saidpur Branch from 2-12-83 to 31-1-84 and 14-6-84 to 7.7.84, whereafter his services were illegally terminated in violation of the provisions of Section 25-F and 25-G of the I. D. Act. He alleges that after his termination of his services the bank made fresh appointments, of clerks without affording an opportunity to him and thus violated the provisions of Section 25-H I. D. Act. He therefore, prays that he be reinstated in service with all consequential benefits.

3. The management plead that the workman was engaged as a clerk on daily wage basis as and when required by the bank. It was a temporary appointment, and the workman having worked for less than 240 days in 12 consecutive months, his termination of services cannot be held illegal. In his petition dated 12-6-85, before ALC (C), it was alleged by him that he had worked temporarily for 117 days in 12 consecutive months. He also raised the dispute through All India Benares State Bank Employees Union before the ALC (C). The management further pleads that with a view to maintain industrial peace and harmony, the bank entered into an agreement with the two Unions operating in the bank on 4-7-86. In pursuance of the said settlement, the management got published a notice in prominent News Papers calling for application from those who had worked in temporary capacity in the bank for permanent absorption in bank's service. In pursuance of the said notice the workman made an application and appeared in the written test but he could not qualify in it. Therefore, he cannot now claim any relief against the management.

In his rejoinder, the workman alleges that there had been a joint inspection in respect of the number of days for which he had worked and the said inspection report, copy of which is Annexure-A, corroborates his version that he had worked in the bank during the periods shown him in the claim statement. There is no specific denial by him that the settlement to which the management has referred in their written statement. There is also no specific admission or denial of the fact that in pursuance to the notice published in important News Papers he made an application and had appeared in the written test but had failed in it.

In support of his case, the workman has filed his own affidavit and a number of documents. On the other hand in support of their case, the management have filed the affidavit of Shri B. S. Pandey, Manager, Mainpuri Branch, and a few documents.

Nothing has been specifically alleged by the workman in his claim statement or in his rejoinder about the nature of his employment, i.e. whether it was a temporary one or a permanent one. The evidence shows that his was a temporary appointment. In this connection it is useful to refer to Ext W-1 and Ext. W-2. Ext. W 1 is the copy of letter

dated 2-1-90 from the Chief Manager, Personnel to the General Secretary, All India Benares State Bank Employees Union Varanasi, informing him to discuss the matter with regard to the certain temporary employees on 3-1-90 and Ext. W-2 is the copy of Minutes of discussion held on 3-1-90 between the management of BSB Limited and the representatives of AIBSEU. Both the documents have been admitted by the management's side. From the minutes of discussions it is evident that the matter of the present workman alongwith two other persons came up for consideration before the parties. They were described as temporary employees. Thus no doubt left on the point that he had worked as temporary employee in the clerical cadre in the bank.

7. On the point as to for how many days, the workman had worked in the bank, there is evidence from both the sides. The workman has corroborated his case by means of his affidavit. He has also relied upon a few documents. From Ext. W-2, which has already been referred to by me it appears that the workman according to the management have worked for more than 240 days. Thus inference can be drawn fairly from the following lines appearing in the minutes of discussion.—In fact, these three persons did work for less than 240 days and appeared for the test in pursuance of the settlement dated 4-7-86 in which they could not qualify. Subsequently, ALC (C) Allahabad visited our Bulanala Branch and made a verification regarding number of days they have worked and issued a certificate to that effect duly confirmed and countersigned by the Branch Manager. Accordingly, they are reported to have worked for more than 240 days. We would like to have your view on the matter, as per clause 18 all these cases and also all such cases pending before Conciliation Authority stands resolved by this settlement.

8. With his rejoinder the workman has filed the copy of joint inspection note dated 4-8-87, unfortunately, despite the fact that the document was not admitted by the management side, no attempt was made by the workman to prove it. Despite that it appears from facts stated by the management witness in para 10 of the affidavit that there was such a joint inspection report. In the said para the management witness has deposed that this para cannot be relied upon as the branch manager simply signed it in token of having accepted the copy thereof and not in token of his having admitted the signatures of its contents. According to him the joint inspection report smacks ill will and does not look like joint inspection report. In his cross examination, the management witness has specifically stated that the copy of joint inspection report Annexure A to the rejoinder had on it the signatures of Shri J. P. Srivastava, the then Branch Manager Bulanala, District Varanasi. The management witness admitted that Shri Srivastava is still in service. He also admitted that at the time when this joint inspection report was prepared before the ALC (C) Allahabad he was not present there. Thus this shortcoming which have cropped up in workman's evidence, was made good by the management witness. The grounds on which, the management witness has assailed is that the joint inspection report cannot be taken notice of as Shri J. P. Srivastava, who could have been the best person to state about it has not been produced in the witness box by the management. From the joint inspection report it appears that the workman had worked from 1-6-83 to 30-11-83, at Bulanala Branch and from 2-12-83 to 31-1-84 at Saidpur Branch of the Bank. This counts for 183 days work during the period 1-6-83 to 30-11-83 and 61 days working during the period 2-12-83 to 31-1-84.

9. Thus it stands proved that during the above mentioned two periods the workman had worked for 244 days in clerical cadre in the bank.

10. The management side has placed reliance on the testimony of the management witness Shri B. S. Pandey, and the statement made by the workman in his cross examination. In Para 4 of his affidavit, the management witness has deposed that in his first case, before ALC (C) Allahabad filed through All India Benares State Bank Employees Union, it was alleged by the Union that the workman had worked for 190 days continuously and in his second case raised by workman himself before ALC (C) Allahabad it was alleged by him that he had worked only for 117 days during the period 1-6-83 to 30-11-83. In his cross examination, the workman has admitted that on 22-5-84 the

Union raised the dispute on his behalf in which it was mentioned that he had worked for 190 days in the bank. The other fact has also been admitted by him in para 4 of his statement in his cross examination. From all this it is sought to be shown by the management that he had not worked for 240 days continuously.

11. After considering the evidence and circumstances, the subsequent evidence go to prove that it was ultimately found that he had worked for more than 240 days. I have no reason to disbelieve the workman on the point that he had also worked as temporary clerk from 14-6-84 to 7-7-84.

12. The question is whether there has been any non compliance of Section 25-F I. D. Act on the part of the management while terminating the services of the workman. For the purpose of Section 25-F we have to take into consideration only the number of days the workman had worked during the period of 12 months preceding the date of his termination of service. It means that we will have to take into account the period 8-7-83 to 7-7-84. During this period even on the showing of the workman himself he had worked only for 231 days. The figure includes every Sunday and every kind of holiday. Having worked for less than 240 days the question of non compliance of Section 25-F I. D. Act does not arise i.e. to say that the workman cannot assail the termination of his services on the ground of non compliance of the provisions 25-F I. D. Act by the management.

13. The other question is whether the management violated the provisions of Section 25-G I. D. Act while terminating his services. I find that there is no positive evidence on this point from the side of the workman. Therefore, the attack in this regard by the workman also fails.

14. Despite all this, the workman gets full protection from the settlement dated 4-7-86, copy Ext. M-1, relied upon by the management. Part B of the terms of settlement is with regard to clerical cadre. It lays down that persons who have worked for 240 days or more in 12 calendar months in clerical cadre shall be absorbed in the permanent service of the bank provided they possess minimum educational qualification of High School Pass and or medically fit. It nowhere lays down that these 12 consecutive months will be those which precede the termination of service. They can be any 12 consecutive months.

15. We have seen above that the workman have worked from 1-6-83 to 30-11-83 and then from 2-12-83 to 31-1-84. This counts for 244 days. Therefore, his case is fully covered by para 9 of the terms of Settlement Persons whose cases are covered by para 9, vide para 10 of the settlement are entitled to be absorbed on permanent basis in supersession of any panel of clerical staff. Hence, despite the fact that the action of the Benares State Bank Limited in relation to their Saidpur Branch in terminating the services of the workman w.e.f. 8-7-84, is legal and justified, the workman is entitled for absorption in the permanent service of the bank in the clerical cadre by virtue of his fulfilling the condition set out in para 9 of the settlement dated 4-7-86.

16. The result is that he is therefore, ordered to be absorbed in permanent service of the bank in the clerical cadre

ARJAN DEV, Presiding Officer

[No. L-12012/85/87-D.IV(A)]

का. प्रा. 2193:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार द बनारस स्टेट बैंक लि., के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कामपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-7-1990 को प्राप्त हुआ था।



S.O. 2193.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the following award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of The Benaras State Bank Ltd. and their workmen, which was received by the Central Government on 26-7-1990.

#### ANNEXURE

BEFORE SHRI ARJAN DEV PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, PANDU NAGAR, KANPUR

Industrial Dispute No. 21 of 1988

In the matter of dispute between :

Shri Sanjay Pathak K.1/15-Gai Ghat Varanasi.

#### AND

The A.G.M. (P),  
The Benaras State Bank Limited,  
D-52/1 Luxa Road, Varanasi.

#### AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-12012/84/87-D.4(A) dated 1-3-88 has referred the following dispute for adjudication to this Tribunal :—

Whether the action of the management of the Benaras State Bank Limited., in relation to their Bulanala Branch, Varanasi in terminating the services of Shri Sanjay Pathak, clerk w.e.f. 1-12-83 is justified ? If not, to what relief the workman is entitled to ?

2. The case of the workman in short is that on 1-3-83, he was appointed by the Benaras State Bank Limited (hereinafter referred to as Bank) in a clear vacancy in the clerical cadre at its Bulanala Branch. However, he was not given any letter of appointment by the bank. At the said branch he continuously worked till 30-11-83 in the clerical cadre at different posts. Thus in all he had worked for 275 days at the said branch during the said period. The said workman made him eligible for absorption in the permanent cadre of clerks in the bank's service. Despite that w.e.f. 1-12-83, his services were terminated in violation of provisions of sec. 25F and 25G I.D. Act. He alleges that he was not paid wages in respect of the period 1-3-83 to 15-8-83 and 20-11-83 to 30-11-83. He further alleges that after the termination of his services fresh hands in the clerical cadre were appointed by the bank without giving him any opportunity. The bank has thus violated the provisions of sec. 25H I.D. Act. He has, therefore, prayed for his reinstatement with all consequential benefits.

3. The management in defence plead that the workman was engaged on daily wage basis at its Bulanala Branch in leave vacancies. At the time of his termination of his services he had not completed 240 days of working in 12 consecutive months and as such there does not arise the question of compliance of the provisions of sec. 25F of the Act, while terminating the services of the workman. The termination of his services on account of alleged violation of sec. 25F of the act is denied. The management however, admits that fresh hands in the clerical cadre were appointed through test and interview. The management further plead that before ALC(C) the workman had raised a dispute not only himself but through All India Benaras State Bank Employees Union (for short Union). According to the management, there was a settlement between the management of the bank and the two Unions operating in the bank on 4-7-86. In pursuance of the said settlement, the bank got published a notice drawing the attention of all concerns and calling application afresh from all temporary and ex-temporary employees desirous of permanent employment in the bank in important News Papers. In pursuance of the said notice, the workman applied for appoint-

ment and appeared in the written test conducted by the bank, but he could not qualify that. In view of it, the workman's claim for permanent absorption in the service of the bank cannot be entertained.

4. In his rejoinder, with regard to the defence set up by the management that he had raised a dispute before ALC(C) through the union, the workman alleges that the facts are partly admitted. He has not specifically stated as to what parts of the said defence set up by the management have been admitted by him. With regard to the settlement dt. 4-7-86 set up by the management all that he has alleged is that facts stated in connection with the settlement are irrelevant. Another important fact stated by him in the rejoinder is that even at the initial stage of his temporary appointment he was never called upon to qualify any test as a condition precedent to his appointment.

5. In support of his case, the workman has filed his own affidavit and a number of documents. On the other hand in support of their case, the management have filed the affidavit of Shri B. S. Pandey, Manager, Mainpuri Branch, of the bank, and a few documents.

6. One thing is clear from para 19 of the rejoinder that workman's initial appointment in the clerical cadre was a temporary appointment.

7. The question is as for how many days he had worked during the period of 12 months preceding the date of termination of his services. Whereas the case set up by the workman is that he had worked for 275 days during the period 1-3-83 to 30-11-83, the defence set up by the management is that he had worked for less than 240 days during the said period. The evidence on record lends support to the case set up by the workman.

8. The workman has corroborated his case not only by means of his affidavit but also by means of documentary evidence.

9. Ext. W-2 is the copy of letter dt. 22-1-90, from the Chief Manager Personnel to the General Secretary of the Union and Ext. W-2 is the copy of minutes of discussions between the management and the representatives of the Unions dated 3-1-90. Both the documents have been admitted by the management side. The letter shows that the Chief Manager Personnel invited the General Secretary of the Union to discuss the matter on 3-1-90 with regard to certain temporary employees who had worked in the bank's service in the clerical cadre and by virtue of that claiming permanent absorption by raising industrial disputes. From the minutes of discussions, it appears that the case of workman alongwith cases of two more persons came up for discussions. The following lines appearing in the minutes are worthy of consideration.

In fact these three persons did work for more than 240 days and appeared for the test in pursuance of the settlement dt. 4-7-86 in which they could not qualify. Subsequently ALC(C), Allahabad visited our Bulanala Branch and made a verification regarding number of days they have worked and issued a certificate to that effect duly confirm and counter signed by the Branch Manager. Accordingly they are reported to have worked for more than 240 days. We would like to have your views on the matter. As per clause 18 all these cases and also all such cases pending before Conciliation Authority stands resolves by this settlement.

Thus what was represented to the representatives of ATBSREU was that however though the three persons who were first found to have worked for less than 240 days but on subsequent verification by ALC(C) Allahabad, they were reported to have worked for more than 240 days. This fact that they have worked for more than 240 days was day confirmed by the Branch Manager as well. Thus there remains no dispute on the point that the workman had worked for 240 days.

In the circumstances, denial made by the management has no meaning. In fact, the meeting between the representative of the management and the representatives of the Union had taken place during the pendency of the present I. D. Case to resolve the issue.

10. With his rejoinder the workman has filed the copy of Joint Inspection Note which shows that the workman had worked continuously at Bulanala Branch from 1-3-83 to 30-11-83. In para 11 of his affidavit the management witness has deposed that the Joint Inspection Report is not worthy of reliance. The branch manager had simply signed it in token of having inspected the copy thereof and not admitting the correctness of the contents. This is believed by document Ext. W-2 referred to by me above. In his cross examination, the management witness has admitted that it bears the signatures of the then Branch Manager Shri J. P. Srivastava who is still in the service of the bank. He has further stated that at the time when Shri Srivastava appended his signatures on it he was not present. The best person therefore, to tell is to under what circumstances and on what understanding, the joint inspection report was signed by Shri J. P. Srivastava, the then Branch Manager, who for reasons best known of the management was not examined in the case.

11. Hence, it is held that the workman had worked continuously from 1-3-83 to 30-11-83. The number of days comes to 275.

12. Since it is not the case of the management that at the time of termination of his services no notice or notice pay and retrenchment compensation was given to the workman, termination of service cannot be upheld, being in violation of the provisions of Section 25-F I. D. Act.

13. The workman has also assailed his termination on the ground that the principle of Last Come First Go as enumerated in Section 25-G was not followed by the management. There is no direct evidence on the point from the side of the workman. In fact it remains a mere allegation from his side. Hence, the termination of the services of the workman cannot be held as in violation of Section 25-G I. D. Act.

14. The ordinary relief in such cases is to order reinstatement with all consequential benefits, but in the instant case, the management has set up the settlement which was said to have been arrived at between the management and the two Unions operating in the bank. Ext. M-1 is the copy of Settlement. After considering the circumstances of the case, I am of the view that the workman is bound by the terms of settlement.

15. From Ext. W-2, which is the copy of minutes of discussions held on 3-1-90 between the management of the bank and the office bearers of the Union, it is clear that the case of the workman was espoused by the said Union alongwith two others. In para 16 of the written statement filed by the management, the management have alleged that the claim filed before the ALC (C) was raised by AIBSBEU as well. This fact has not been specifically denied by the workman in his rejoinder. He has simply stated that contents of para 16 of the written statement of the management are partially admitted. Besides we find that the workman, authorised the said Union to represent him in this case. Thus for all intends and purposes it is the Union which is fighting for the case of the workman. The Union being a party to the above settlement, the workman is bound by its terms. Para 9 of the terms of settlement lays down that persons who have worked for 240 days or more in 12 consecutive months in clerical cadre shall be absorbed in the permanent service of the bank provided they possess minimum qualification of High School pass and or medically fit. Para 10 lays down that such candidates shall be absorbed in permanent bank's service on preferential basis in supersession of any penal of clerical staff. Para 15 is to the effect that the matter of temporary employees who have worked in the bank from time to time stands fully resolved in terms of the said settlement and para 18 lays down that this settlement also resolves all such case pending before any conciliation officer.

16. The workman having been found to have worked for more than 240 days, during the period of 12 consecutive

months in clerical cadre in terms of para 9 and 10 referred to above of this settlement shall be entitled to permanent absorption on preferential basis in supersession of any penal of clerical staff. So irrespective of the fact whether or not the termination of his services is legal the workman is entitled to permanent absorption in the clerical cadre of the bank's service, on preferential basis, in supersession of any penal of clerical staff.

17. Held that the action of the management of Benaras State Bank Limited in relation to their Bulanala Branch Varanasi in terminating the services of the workman w.e.f. 1-12-83 is not justified, and in view of the settlement he is held entitled to be absorbed permanently in the service of the bank w.e.f. 1-12-83.

ARJAN DEV. Presiding Officer

[No. L-12012/84/87-D.IV(A)]

S. C. SHARMA, Desk Officer

नई दिल्ली, 20 जुलाई, 1990

का. प्रा. 2194:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार वेस्टर्न कोलफील्ड्स लि. कान्हुन क्षेत्र पोस्ट हुमरिया जिला छिन्दवाड़ा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निष्पक्ष औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बनाम वेस्टर्न कोलफील्ड्स लि. को प्रकाशित करती है, जो केन्द्रीय सरकार को 19 जुलाई, 1990 को प्राप्त हुआ था।

New Delhi, the 20th July, 1990

S.O 2194—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947) the Central Government hereby publishes the following award of the Central Government Industrial Tribunal-cum-Labour Court Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Western Coalfields Ltd. Kanhan Area, Dungaria, Distt. Chhindwara and their workmen, which was received by the Central Government on 19-7-1990.

#### ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-  
CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)/(86)/1987

#### PARTIES :

Employers in relation to the management of Western Coalfields Ltd., Kanhan Area, P.O. Dungaria, District Chhindwara (M.P.) and their workman, Shri Achhankunj, Clerk, S/o Kuruvilla, Nandan Colliery, Purana Damua, District Chhindwara (M.P.)

#### APPEARANCES :

For Workman—Shri S. K. Rao, Advocate.

For Management—Shri Rajendra Menon, Advocate.

INDUSTRY : Coal Mining DISTRICT : Chhindwara  
(M.P.)

#### AWARD

Dated, the 29th June, 1990

This is a reference made by the Central Government Ministry of Labour, vide its Notification No. L-21012/5/86-D.III (B) dated 12-6-1987, for adjudication of the following dispute:—

"Whether the action of the management of Nandan Colliery of WCL, P.O. Damua, Distt. Chhindwara in dismissing Shri Achhankunj, Clerk from services"



w.e.f. 24-7-83 is justified? If not, what relief is the worker entitled to?"

2. In this case, workman filed statement of claim dated 31-7-87. Management filed its statement of claim dated 9-7-87, rejoinder dated 18-11-87 and documents, as per list dated 14-12-87. The case was fixed for admission and denial of documents.

3. On 18-4-1990 Counsel for management filed a photo copy of the Settlement dated 22-8-87. Shri S. K. Rao, Advocate, on behalf of the workman objected for being filed the photo copy of the settlement. Therefore, management was direct to file original settlement and the case was fixed for 27-6-90 for filing of original settlement and verification of the same. Parties filed the original settlement dated 22-8-87, duly signed by Shri H. Singh on behalf of the management and Shri S. P. Singh on behalf of the workman and verified the same. The terms of settlement are as under :—

#### TERMS OF SETTLEMENT

1. Shri Achhankuni will be reinstated as Clerk in any of the Areas/Units of WCL.
2. It has been agreed by the parties that the excess amount paid to the employees shall be deducted from the concerned employees, and if it is found that the amount has not been paid to the employees, such amount will be deducted from the salary of Shri Achhankuni in suitable instalments.
3. He will not be entitled to wages or any other payment whatsoever for the period of idleness from the date of dismissal to the date of reinstatement.
4. The Management will consider to grant him continuity of service for the limited purpose of payment of Gratuity, subject to his satisfactory performance for one year.
5. The parties agreed to file this settlement before the Tribunal and request to give an Award in terms of this settlement.

4. Before recording my award in terms of the settlement, it is pointed out that the settlement between the parties was arrived at as early as on 22-8-1987, just after two months sixteen days from the date of reference (12-6-87), but it has been filed before this Court on 27-6-1990, after two years and ten months from the date of Settlement. Thus not only the case remained unnecessarily pending before this Court, but the workman concerned must have suffered a lot, monetarily and mentally, during this long gap.

5. I have gone through the terms of settlement. It may be noted that the term No. 2 of the Settlement is ambiguous inasmuch as it discloses that if it is found that the amount has not been paid to the employees such amount shall be deducted from the salary of Shri Achhankuni in suitable instalments. The terms should be that the excess amount, if any, paid to the employee shall be deducted from the salary of Shri Achhankuni in suitable instalments. With this modification in the terms of Settlement, award is given as follows :—

- (1) Shri Achhankuni will be reinstated as Clerk in any of the Areas/Units of WCL.
- (2) Excess amount, if any, paid to the employee shall be deducted from the concerned employee from his salary in suitable instalments.
- (3) He will not be entitled to wages or any other payment whatsoever for the period of idleness from the date of dismissal to the date of reinstatement.
- (4) The Management will consider to grant him continuity of service for the limited purpose of payment of Gratuity, subject to his satisfactory performance for one year.

Award is made accordingly. No order as to costs.

Dated : 29-6-90.

V. N. SHUKLA, Presiding Officer  
[No. I-21012/5/86-D.III (B)]

2039 GI90—4

का. सं. 2195:—औद्योगिक विवाद अधिनियम, 1947 (1917 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार वेस्टर्न कोलफील्ड्स लि. (हिन्दुस्तान लालपेथ-सब-एरिया) जालपेथ के प्रबंधन के संबंध विरोधकों और उनके कर्मचारों के बीच, अन्वय में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बनाम लालपेथ जलपुर के विवाद को प्रकाशित करती है, जो केन्द्रीय सरकार को 19 जुलाई, 1990 को प्राप्त हुआ था।

S.O. 2195.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the following award of the Central Government Industrial Tribunal, Cum Labour Court Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Western Coal Fields Ltd. (Hindustan Lalpeth sub area) Lalpeth and their workmen, which was received by the Central Government on 19-7-90.

#### ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER,  
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—  
CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/L.C(R) (49)/1990

#### PARTIES :

Employers in relation to the management of Western Coalfields Ltd. (Hindustan Lalpeth, Sub-Area), Post Lalpeth District Chandrapur (M.S.) and their workman Shri Ajay Devgade represented through the General Secretary, Akhil Bhartiya Democratic Indian Trade Union, Babupeth, Ward No. 2, Post Babupeth, District Chandrapur (M.S.).

#### APPEARANCES :

For Workman—Workman in person.

For Management—Shri B. N. Prasad, Advocate.

INDUSTRY : Coal Mining DISTRICT : Chandrapur (M.S.)

#### AWARD

Dated, June 29, 1990

By Notification No. L-22012(255)/89-IR(Coal-II) dated 5-2-1990 the Central Government in the Ministry of Labour referred the following dispute to this Tribunal, for adjudication :—

“Whether Sri Ajay Devgade S/o Late Chandrakant Benjamin Devgade, who expired on 23-8-85 is entitled to get employment as dependant by the Management of Hindustan Lalpeth Colliery of M/s. W.C. Ltd. If so, to what relief the dependant person is entitled?”

2. In this case, instead of filing the statement of claim complete with relevant document, list of reliance and witnesses etc. the parties filed a Memorandum of Settlement dated 24-6-1990 and prayed that a compromise award be passed in terms of the settlement arrived at between the parties. Shri B. N. Prasad, Counsel for Management and the workman concerned have verified the settlement before this Court on 26-6-1990.

3. I have gone through the following terms and conditions, duly incorporated in the Memorandum of Settlement dated 24-6-1990.—

#### TERMS OF CONDITIONS

1. Shri Ajay Devgade will be offered appointment as Padli Piece Rated Loader in any of the units of Chandrapur, Area subject to his medical fitness to be certified by Company's doctor.

2. That after employment of Shri Ajay Devgade, his case will be considered for regularisation as piece Rated Loader on completion of 190 days underground attendance in any calendar year with the approval of the Competent Authority as per the extant rules of the Company.

3. That Shri Ajay Devgade or any other member of the family will have no other claim whatsoever on this account.

4. That this settlement will not be treated as precedent in any other case.

5. That this settlement fully and finally resolves the dispute pending before the Central Govt. Industrial Tribunal, Jabalpur.

6. That parties agree to file this compromise Settlement before the Hon'ble Presiding Officer, Central Govt. Industrial Tribunal Jabalpur and request for consent award in terms of the settlement.

7. It is also agreed that Shri Ajay Devgade will be offered appointment as Badli Piece Rated Loader within a month from the date of submission of this settlement before the Hon'ble Presiding Officer, Central Govt. Industrial Tribunal, Jabalpur pending receipt of consent award.

4. The above terms of settlement are just and lawful. I therefore give my award in terms of the settlement as above. No order as to costs.

V. N. SHUKLA, Presiding Officer

[No. L-22012/255/89-IR(C, II)]

नई दिल्ली, 27 जुलाई, 1990

का. आ. 2196 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार गिरमिन्ट कोलियरी आफ मै. ईस्टर्न कोल फील्ड्स लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण आसनसोल के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-7-90 को प्राप्त हुआ था।

New Delhi, the 27th July, 1990

S.O. 2196.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the following award of the Central Government Industrial Tribunal, Asansol as shown in the Annexure in the industrial dispute between the employers in relation to the management of Girmint-Colliery of Eastern Coalfields Ltd. and their workmen, which was received by the Central Government on 24-7-90.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, ASANSOL

Reference No. 19/90

PRESENT :

Shri N. K. Saha, Presiding Officer

PARTIES :

Employers in relation to the Management of Girmint Colliery of M/s. Eastern Coalfields Ltd.

AND

Their Workman

APPEARANCES :

For the Employer—None.

For the Workman—Sri Bijay Kumar, Joint Secretary, Koyala Mazdoor Congress.

INDUSTRY : Coal.

STATE : West Bengal.

Dated, the 12th July, 1990

#### AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 has referred the dispute to this Tribunal for adjudication vide Ministry's Order No. L-22012(43)/90-IR (C II) dated the 30th May, 1990.

#### SCHEDULE

"Whether the action of the Management of Girmint Colliery under Sripur Area of M/s. F.C. Ltd., in altering the year of birth of Sri Giridhari Mondal, UG Loader from 1935 to 1932 without giving him any opportunity, is justified. If not, to what relief the workman concerned is entitled?"

2. During the pendency of the case, to-day (12-7-90) Sri Bijay Kumar, Joint Secretary of Koyala Mazdoor Congress union has filed a petition submitting therein that the concerned union is no longer interested to pursue the instant matter. In the petition the union has also prayed for a no-dispute award in this case.

3. Upon consideration of the petition and the submission of the representative of the union, this Tribunal has no other alternative but to pass a 'no dispute' award and accordingly a 'no dispute' award is passed.

This is my award.

N. K. SAHA, Presiding Officer

[No. L-22012/43/90-IR(C, II)]

RAJA LAI, Desk Officer

नई दिल्ली, 25 जुलाई, 1990

का. आ. 2197 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 16 के अनुसरण में, केन्द्रीय सरकार मै. ज्योति स्लेट पेन वर्क्स, मण्डसौर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 24-7-90 को प्राप्त हुआ था।

New Delhi, the 25th July, 1990

S.O. 2197.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the annexure, in the industrial dispute between the employers in relation to the management of M/s. Jyoti Slate Pen Works, Mandasour and their workmen, which was received by the Central Government on 24-7-90.

#### ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—CUM—LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R) (98)/1987

PARTIES :

Employers in relation to the management of M/s. Jyoti State Pen Works Mandasour owner of Daulatpur

Mines, Neemuch, District Mandsour (M.P.) and their workman, Shri Govind Das Parakh S/o Shri Motilal Parakh, Modi Gali Mandsour (M.P.), and Sandar Kuldeep Singh Sahni, Lessee, Jyoti Slate Pen Works, Fura Chewk, Below Mahesh Lodge, Neemuch District Mandsour (M.P.).

## APPEARANCES.

For Workman—Shri C. A. Vyas, Advocate.

For Management—S/Shri K. L. Raj & S. K. Bhatt, Advocate.

INDUSTRY : Slate Mining DISTRICT : Mandsour (M.P.)

## AWARD

Dated : June 29, 1990

This is a reference made by the Central Government in the Ministry of Labour vide Notification No. L-29012/24/86-D.III(B) Dated 17-6-1987, for adjudication of the following dispute:—

“Whether the action of the management of M/s. Jyoti Slate Pen Works, Mandsour, owner of Daultapur Slate Mines, Neemuch, Distt. Mandsour in terminating the services of their workman Shri Govind Das Parakh, S/o Shri Motilal Parakh, a Mining Mate, in their mine w.e.f. 21-8-84 is legal and justified. If not, what relief is the workman entitled to?”

2. In this case, parties filed their respective written statement and rejoinder. Parties did not file any document. Issues were framed. The case was thereafter fixed for evidence of parties. On 18-1-1990 parties prayed that the case be taken up at Ratlam on evidence of the parties. Since the tour programme for Ratlam could not be finalised because of vast jurisdiction of this Tribunal the case remained pending for want of fixation of a suitable date at Ratlam as requested by the parties. In the mean while, it appears that the parties settled their dispute mutually and they have sent application dated 18-6-1990 along with an affidavit of the workman concerned, Shri Govind Das Parakh, stating on oath that he has received the full claim from the management and nothing is due to him. Since the workman concerned, Shri Govind Das Parakh, is satisfied with the settlement arrived at mutually between the parties, I record my award accordingly without order as to costs.

V. N. SHUKLA, Presiding Officer

[No. L-29012/24/86-D.III(B)]

का. आ. 2198 :— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसर्ण में केन्द्रीय सरकार में, मैसूरज और (ईडिया) लि., नागपुर के प्रबंधन के सबद्ध नियोक्ता और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचपट का प्रकाशित करती है, जो केन्द्रीय सरकार को 24-7-90 को प्राप्त हुआ था।

S.O. 2198.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the annexure, in the industrial dispute between the employers in relation to the management of M/s. Mangane Ore (India) Ltd., Nagpur and their workmen, which was received by the Central Government on 24-7-90.

## ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—(UM) LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(156)/1987

## PARTIES.

Employers in relation to the management of M/s. Mangane Ore (India) Ltd., Nagpur (M.S.) and their workmen, Car/Lorry Drivers of Mines represented through the Secretary, Rashtriya Mangane Mazdoor Sangh, Gungaoon Branch, Khapa (Maharashtra).

## APPEARANCES :

For workman—Shri S. K. Rao, Advocate.

For management—Shri Rajendra Menon, Advocate.

INDUSTRIAL : Mangane Mine DISTRICT Nagpur (M.S.)

## AWARD

Dated : June, 29, 1990

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-27011/4/86-D.III(B) Dated 19-8-1987, for adjudication of the following dispute:—

“Whether the Car/Lorry Drivers of Mines of Mangane Ore India Limited, Nagpur are entitled to payment of Scale of Pay 500-1052 as is being paid to Staff Car Driver? If yes, what relief the employees concerned are entitled to?”

2. Parties have filed their respective statement of claims. On behalf of workmen affidavits of S/Shri N. T. Thakre and C. P. Kathote along with three documents have been filed. The case was thereafter fixed for cross-examination of workmen's witnesses and further evidence of parties.

3. On 25-6-1990 parties have filed a Memorandum of Settlement and verified the same. The terms of the Settlement dated 18-6-1990 are as under :—

## TERMS OF SETTLEMENT

1. It is agreed between both the parties that all such car/lorry drivers who are employed at the Mines NOIL as on 1-1-1986 (excepting those who are on probation) and who are in the rolls of the Company as on the date of this settlement i.e. 18-6-90 would be upgraded to the pay scale Rs. 500-1052 and will be redesignated as Sr. car/lorry driver as personnel to the incumbents.
2. That on such upgradation, pay of the individual car/lorry drivers will be refixed in the higher scale of Rs. 500-1052 based on their basic pay as on 1-1-1985 (including the normal annual increment due to them, if any, in the scale of Rs. 465-819). Subsequently, their pay will be refixed keeping in view their annual increments in the upgraded scale and pay them the arrears.
3. Such of the car/lorry drivers who were employed in the Company as on 1-1-1986 and who were on probation may be considered for the grant of up-graded pay scale of Rs. 500-1052 from the date of clearance of their probation provided they are in employment of the Company on the date of this settlement i.e. 18-6-90.
4. Such of the car/lorry drivers who are employed in the company after 1-1-1986 will continue to be designated as car/lorry drivers in the pay scale of Rs. 465-819 and their case for promotion to the higher scale of Rs. 500-1052 may be considered in the normal course as per the Rules and promotion policy of the Company.
5. The post of Sr. Car/lorry drivers staff car drivers in the scale of Rs. 500-1052 will be filled in through DFC from the lower post of car/lorry drivers in the scale of Rs. 465-819 in the Company.

6. That in view of the aforesaid settlement, the dispute relating to the pay scale of the car-lorry drivers working in various mines of MOIL stand settled and the union agrees that no further claim in regard to the dispute referred to by the Govt. and pending before this Tribunal will be raised on any future date.
7. That the above settlement settle all the disputes between the parties in connection with the dispute referred for adjudication to this Hon'ble Tribunal.
8. The Management will implement the above settlement within 45 (days) from the date of signing of the settlement

3. I have gone through the above terms of settlement and am satisfied that they are just, proper and in the interest of the workmen concerned I therefore give my award in terms of the aforementioned terms of settlement and make no order as to costs.

29-6-90.

V. N. SHUKLA, Presiding Officer

[No. L-27011/4/86-D.II(B)]

V. K. SHARMA, Desk Officer

नई दिल्ली, 25 जुलाई, 1990

का. आ. 2199 :—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार बदरपुर थर्मल पावर स्टेशन, दिल्ली के प्रबंधन में संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-7-90 को प्राप्त हुआ था।

New Delhi, the 25th July, 1990

S.O. 2199.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Badarpur Thermal Power Station, Delhi and their workmen, which was received by the Central Government on 23-7-90.

#### ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, GOVT. INDUSTRIAL TRIBUNAL,

J.D. No. 87/89

In the matter of dispute between:

Shri M. S. Chauhan 2. Shri Krishan Chand through General Secretary, N.T.P.C. Karanchari Ekta Union, 145 Tejpur Pahari, Budh Vihar, Badarpur, New Delhi-110044.

#### VERSUS

General Manager, Badarpur Thermal Power Station, Badarpur, New Delhi.

#### APPEARANCES :

Shri Kishan in person.

Shri M. K. Kaul—for the Management.

#### AWARD

The Central Government in the Ministry of Labour vide its order No. L-42011/14/89-D-2(b) dated nil has referred

the following industrial dispute to this Tribunal for adjudication:

"Whether the action of the Management, Badarpur Thermal Power Station, Badarpur Delhi in not setting aside the suspension order dated 16-7-85 in respect of Sh. M. M. Chauhan and Krishan Chand Vice President and Secretary of the N.T.P.C. Karanchari Ekta Union is just and valid? If not to what relief they are entitled to?"

2. The case was fixed for filing of claims documents today when application was put in writing by the workman that the suspension order has since been revoked by the Management w.e.f. 20th October, 1989 and they have resumed duties. Necessary orders regarding this have already been passed on 7-6-90. I was further prayed that no dispute award may be made in this case.

3. In view of the application and the statement made by the workman I order that the dispute has since been settled between the parties and, therefore, give no dispute award in this case. The reference is accordingly disposed of.

22nd June, 1990.

GANPATI SHARMA, Presiding Officer

[No. L-42011/14/89-D.II(B)]

V. B. UNNY, Desk Officer

नई दिल्ली, 27 जुलाई, 1990

का. आ. 2200 :—औद्योगिक अधिकरण विवाद अधिनियम, 1947 (1948 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, मिस्र भारतीय कोकिंग कोल लि., की रामकानाली कोलिरी के प्रबंधन में संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (म. 1) धनबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-7-90 को प्राप्त हुआ था।

New Delhi, the 27th July, 1990

S.O. 2200.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 1 Dhanbad, as shown in the Annexure in the industrial dispute between the employers in relation to the management of Ramkanali Colliery of Messrs Bharat Coking Coal Limited and their workmen, which was received by the Central Government on the

23-7-1990.

#### ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under section 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 10 of 1982

#### PARTIES:

Employers in relation to the management of Ramkanali Colliery of M/s. B. C. C. Ltd.

#### AND

Their Workmen.

## PRESENT :

Shri S. K. Mitra, Presiding Officer.

## APPEARANCES:

For the Employers.—Shri G. Prasad, Advocate.

For the Workmen.—Shri S. Bose, Secretary,  
Rashtriya Colliery Mazdoor Sangh.

STATE.—Bihar.

INDUSTRY.—Coal.

Dated, the 17th July, 1990

## AWARD

The present reference arises out of Order No. L-20012(302)81-D.III(A), dated, the 23rd January, 1982, passed by the Central Government in respect of an industrial dispute between the parties mentioned above. The subject matter of the dispute has been specified in the schedule to the order and the schedule runs as follows :

“Whether the action of the management of Ramkanali Colliery of Messrs Bharat Coking Limited, Post Office Katrasgarh, District Dhanbad in not promoting Shri R. P. Karan from Grade-II Clerk to Grade-I Clerk from May, 1975 is justified? If not, to what relief is the workman concerned entitled and from what date?”

2. The dispute has been settled out of Court. A memorandum of settlement has been filed in Court. I have gone through the terms of settlement and I find them quite fair and reasonable. There is no reason why an award should not be made on the basis of terms and conditions laid down in the memorandum of settlement. I accept it and make an award accordingly. The memorandum of settlement shall form part of the award.

3. Let a copy of this award be sent to the Ministry as required under Section 15 of the Industrial Disputes Act, 1947.

S. K. MITRA, Presiding Officer

[No. L-20012/30281-D.III(A)IR(Coal-I)]

BEFORE THE PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL  
NO 1, DHANBAD

Ref. No. 1082

Employers in relation to the management of Ramkanali Colliery of M's. B. C. C. L. and their Workman.

## FORM 'H'

FORM OF MEMORANDUM OF SETTLEMENT  
NAME OF REPRESENTING EMPLOYERS

1. Sri A. K. Srivastawa, G. M.

2. " R. Mohan, Dy. C. P. M.

NAME OF REPRESENTING WORKMAN.

1. Sri R. P. Karan

## SHORT RECITAL OF THE CASE

The Central Government by a notification No. L-20012(302)81-D-III A dated 23 Jan. '82, referred the industrial disputes as per schedule noted below for an adjudication to this Tribunal.

## SCHEDULE

Whether the action of the management of Ramkanali Colliery of M's. Bharat Coking Coal Limited, PO—Katrasgarh, Dist. Dhanbad in not promoting Sri R. P. Karan from Grade-II Clerk to Grade I Clerk from May, 1975 is justified ? If not to what relief is the concerned workman entitled and from what date ?

That the dispute was heard ex parte in the absence of the workman concerned and the sponsoring Union, and an award was passed accordingly, mentioning inter alia, that the action of the management in not promoting Sri R. P. Karan is justified

Subsequent to the passing of the award, the union filed a petition before the Hon'ble Tribunal, to recall the award, which is pending. However, Sri R. P. Karan was promoted from Grade-II Clerical to Grade-I Clerical w.e.f. 14-8-80.

That both the parties discussed the matter outside the court and has settled the aforesaid reference on the following terms and conditions :—

1. That the workman concerned Sri R. P. Karan shall have no claim for promotion from Clerical Grade—II to Clerical Gr. I w.e.f. May, 1975.
2. That, the workman concerned Sri R. P. Karan shall have no claim whatsoever in the instant dispute.
3. That this settles all the disputes between the parties.
4. That, the settlement is fair and proper.
5. That, it was agreed that 7 copies of the settlement may be filed before the Hon'ble Tribunal and the Tribunal may be requested to pass a fresh award in terms of the settlement.

It is, therefore, prayed that your honour may be graciously pleased to recall the said award, and pass an award in terms of the settlement. And for this act of kindness the parties shall over pray.

## REPRESENTING WORKMAN

1. Sri R. P. Karan

Ramesh Prasad Karan.

Workman :—

Witnesses 1. S. N. Dulev

(Full address)

1. Pidha, Dy. Raj Katras Arce.

## REPRESENTING EMPLOYER

1. A. K. Srivastawa, G. M.

2. R. Mohan, Dy. C. P. M.

नई दिल्ली, 30 जुलाई, 1990

का. अ. 201.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार के दना बैंक के प्रबंधकों के संबद्ध नियोजकों और उनके वर्करों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नई दिल्ली के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-7-90 को प्राप्त हुआ था।

New Delhi, the 30th July, 1990

S.O. 2201.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the Industrial dispute between the employers in relation to the Canara Bank and their workmen, which was received by the Central Government on the 20-7-90.

## ANNEXURE

BEFORE SHRI GANPATI SHARMA : PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I. D. No. 50/89

In the Matter of Dispute between :  
President,

Canara Bank Employees Congress,  
166/4, Panchkulan Road,  
New Delhi-110001

Versus

General Manager,  
Canara Bank,  
Mershal House,  
Hanuman Road,  
Sansad Marg,  
New Delhi-110001.

## APPEARANCES :

None for the workman.

Sh. Ashok Kumar Law Officer for the Management.

## AWARD

The Central Government in the Ministry of Labour vide its Order No. 1-12011/90/88-D2(A) dated 30th May, 1989 has referred the following industrial dispute to this Tribunal for adjudication :

"In view of the settlement dated 17-2-89 for the payment of wages to the daily wages for national holidays which is being implemented from 1-1-89, whether the demand of the Canara Bank Employees Congress for the payment of wages to the daily wages for national holidays (20th January, 15th August and 2nd October) from 1982 is justified? If so,

to what relief are the concerned workmen entitled?"

2. In this reference only Shri B.S. Gill appeared on 31-10-89 on behalf of the workman and thereafter the workman did not appear on any date. Notice was sent to the workman's Union through whom the present reference was filed vide registered post which was received but none appeared on behalf of the workman even on 17-7-90. The reference is, therefore, disposed of for want of prosecution. Parties are left to bear their own costs of this dispute.

17th July, 1990.

GANPATI SHARMA, Presiding Officer

[No. 12011/90/88-D.11(A)]

का.अ. 2202.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार दना बैंक के प्रबंधकों के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, बम्बई के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-7-90 को प्राप्त हुआ था।

S.O. 2202.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Bombay as shown in the Annexure in the Industrial dispute between the employers in relation to the Dena Bank and their workmen, which was received by the Central Government on 23-7-90.

## ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO 2, BOMBAY

Reference No. CGIT-2/38 of 1986

## PARTIES :

Employer in relation to the management of Dena Bank.

AND

Their Workmen.

## APPEARANCES :

For the Employer : Shri R. S. Pai, Advocate.

For the Workmen : Shri M. A. Deshpande, Advocate.

INDUSTRY : Banking.

STATE : Maharashtra.

Bombay, the 2nd July 1990

## AWARD

The Central Government by their Order No. 1-12011/90/88-D2(A) dated 25-8-1986 have referred the following industrial dispute to this Tribunal

for adjudication under Section 10(1)(d) of the Industrial Disputes Act :-

"Whether the action of the management of Dena Bank, Bombay in terminating the services of Shri Krishnaji Gopa Sawant, Clerk, with effect from 17-9-1981 is justified? If not, to what relief is the concerned workman entitled?"

2. The case of the workman Shri Krishnaji Gopa Sawant as disclosed from the statement of claim (Ex. 2) filed by him in short, is thus :-

He joined the service of the Dena Bank as a peon in 1968. In due course he was promoted as a Havaladar in 1975, and was then promoted as a Clerk in 1976. Since then he was working as a Clerk till the termination of his service. His service record was quite good. His family consisted of himself, his wife, and two children, old mother and the unmarried sister. All of them were fully dependent on him. His gross salary as on October 1980 was Rs. 986, out of which Rs. 577 were being deducted towards different deductions, and his net salary was Rs. 409. His mother used to sick and bed-ridden and required constant medical aid. His wife was also not keeping good health. She was also required medical treatment frequently. His two children were also not keeping good health, and they also required medical help. As such the workman was in great financial difficulties. He was also in search of suitable match for his unmarried sister. Due to his family difficulties, as above, he had no peace of mind from October, 1980 and he was mentally disturbed. In such mental condition he committed the acts complained against him and secured Rs. 1050 on different dates to meet the difficulties anyhow. However, as soon as the difficulties were over, the workman realised the mistake committed by him and he himself admitted the guilt to the Branch Manager, and pledged the sacred Mangalsutra of his wife and raised the amount, and deposited it on 30-10-1980 in the Bank.

(ii) Shri Munsiff was then the Branch Manager of the Bank. The workman approached him, and explained to him his difficulties. The Branch Manager told him that if he would confess the guilt and deposit the amount, he would not face any difficulty, and he would be continued in the same post. Believing in the assurance given by the Branch Manager, the workman gave in writing about the mistake committed by him by the letter dated 30-10-80. However, thereafter the departmental enquiry was held against him. He admitted the guilt even before the Enquiry Officer. The Branch Manager had told him that in case he would plead guilty and would make the loss good, the Bank would take a lenient

view against him, and would not impose severe punishment. Because of that assurance, the workman pleaded guilty. In case the workman would not have pleaded guilty, it would have been difficult for the management to establish the charge against him. Even though he was assured a lenient treatment, the Bank management finally dismissed him from service with effect from 17-9-1981. However in the case of some other workmen even though they were charged for having committed fraud of large amounts the Bank had taken a very lenient view and had imposed the punishment of stoppage of some increments against them. However, the Bank dismissed him from service. This punishment is too harsh and disproportionate to the charges levelled against him. His appeal was also dismissed by the Appellate authority without applying its mind. The workman, therefore, prayed that this Tribunal should set aside the order of dismissal and should direct the management to reinstate him in service with full back wages and continuity of service.

3. The Assistant General Manager of the Dena Bank by his written statement (Ex. 3) resisted the claim of the workman, and in substance contended thus :-

While the workman was working as a clerk at Juhu Vile Parle Branch a chargesheet dated 30-1-1981 was issued against him alleging that he committed fraudulent acts of withdrawing monies by forging signatures of the Account Holders of the Bank on different dates as below :-

Date	Account No.	Amount withdrawn
16-7-80	SDA 218	40.00
11-8-80	SDA 218	20.00
25-8-80	SDA 218	60.00
23-9-80	SDA 218	30.00
1-8-80 (Cash Voucher)	SDA 126	100.00
1-9-80 (Cash Voucher missing)	SB 7262	200.00
18-9-80	SB 7262	100.00
8-9-80	SP 7245	160.00
1-10-80	SB 7611	340.00
Total		1050.00

(ii) He was charged for committing fraud and misappropriation of Rs. 1050, and also doing acts prejudicial to the interest of the Bank or likely to involve the Bank in financial loss. Departmental enquiry was thereafter held against the workman from 27-5-1981 and in the enquiry proceedings the workman admitted the charges levelled against him and pleaded guilty before the Enquiry Officer. The Enquiry Officer held the workman guilty of the charges levelled against him. On the basis of the report submitted by the Enquiry Officer, the Disciplinary authority issued a notice to the workman to show cause why the punishment of dismissal should not be imposed upon him. The workman was given personal hearing, and thereafter the competent authority dismissed the workman from service with effect from 17-9-1981. The workman thereafter filed his appeal

against that order before the Appellate authority i.e. the Dy. General Manager (Personnel). The Appellate authority after considering the case, dismissed the appeal of the workman. Thereafter the workman filed a Mercy petition to the General Manager (Administration) on 26-12-1984. The Mercy petition was considered, but in view of the seriousness of the misconduct committed by the workman, his representation was rejected. The workman had defrauded various account holders by forging their signatures and this misconduct of the workman came to light while balancing the ledgers.

4. After his dismissal, the workman approached the Assistant Labour Commissioner (C), Bombay. As the conciliation proceedings ended in failure the Central Government made the reference as above. The other instances quoted by the workman cannot be compared with the case of the workman.

5. The Bank management denied the statement of the workman that he was promised that in case he would plead guilty, a lenient view would be taken against him. The Bank management lastly contended that its action in dismissing the workman from service is quite just and proper taking into consideration the seriousness of the acts committed by him, and prayed for the rejection of the prayer of the workman.

6. Issues framed at Ex. 5 are :—

- (1) Whether the workman Shri K. G. Sawant pleaded guilty to the charge because of the alleged assurance of leniency given by the management of the Dena Bank ?
- (2) Whether the action of the Bank in the dismissal of the said worker is too harsh, and disproportionate to the nature of the offence committed by him?
- (3) Whether the Bank committed an error in not taking a lenient view concerning the case of the present worker, as it had taken a lenient view as regards the cases of misappropriation etc. of the other workmen of the Bank ?
- (4) Whether the action of the management of Dena Bank, Bombay in terminating the services of Shri Kishoraji Gopal Sawant, Clerk, with effect from 17-9-81 is justified ?
- (5) If not, to what relief is the concerned workman entitled ?
- (6) What Award ?

7. My findings on the said Issues are :—

- (1) No
- (2) No
- (3) No
- (4) Yes
- (5) Nil
- (6) As per final order below.

## REASONS

### ISSUE NO. 1

8. The workman Shri K. G. Sawant filed his affidavit in support of his case at Ex. 6. He was cross-examined on behalf of the Bank management. The Chief Manager Personnel of the Dena Bank Shri G. R. Navrekar filed his affidavit (Ex. 8) in support of the contentions of the Bank. He was also cross-examined on behalf of the workman. According to the workman, he himself on his own accord voluntarily approached the Branch Manager, and had informed him about the illegal acts committed by him, and hence a lenient view should have been taken by the Bank management as regards the punishment that was to be imposed upon him. His other version is that he was assured of the leniency by the Branch Manager, and hence he confessed his guilt before him. I find that both these versions of the workman are not true and correct, and are not acceptable to me. It is seen from the cross-examination of the workman that the illegal acts committed by the workman came to be detected by some other clerk, and then only the workman admitted the illegal acts committed by him. In his cross-examination the workman stated thus :—

“On 10-10-1980 I was on duty. On that day the other workman Shri Eman Desai was doing the Ledger Balancing work. While balancing the Ledger on 10-10-1980 Shri Eman Desai found a difference of Rs. 160 in Account No. 7245, which was shown as withdrawn. On the next day, i.e. Shri Eman Desai and others had gone to the residence of Branch Manager, and told him about the missing amount and further stated that I committed a mistake and that I would pay the amount”.

Thus it is quite clear that the illegal act of withdrawing the amount from the account of some other customer by the workman came to be detected by some other employee first, and then only the workman in question admitted his guilt before the Branch Manager. The workman by his letter dated 30-10-80 admitted his guilt before the Branch Manager. In his cross-examination the workman further admitted that on 16-10-1980 an amount of Rs. 300 appeared withdrawn from the account No. 7611 of Shri D. S. Haldenkar, and that on 21-10-1980 he approached the Branch Manager and surrendered all the cheque books that were in his custody. Thus the other illegal acts committed by the workman came to be detected on 16-10-80. Thereafter only he had approached the Branch Manager and admitted his guilt and filed his admission in writing on 30-10-1980.

9. According to the workman, he was assured of leniency by the Branch Manager if he would admit his guilt. However, in view of the admission as above made by the workman in his cross-examination, this statement of the workman cannot at all be accepted. It is true that the then Branch Manager Shri Munsiff, before whom he had made the statement of admission, is now dead. However, in the circumstances of the case, the statement of the workman that he was assured of leniency by the Bank management and



hence he pleaded guilty, cannot at all be accepted. Issue No. 1 is found in the negative.

10. In case the workman wanted to plead guilty really, he would have pleaded guilty at the very initial stage. It is further seen from his cross-examination that in the enquiry proceedings that were held against him, he did not plead guilty at the very initial stage, but denied the charges. The evidence of the Branch Manager Shri Munsiff was recorded, and thereafter only the workman pleaded guilty and accepted the charges that were levelled against him. Therefore, the contention of the workman that in view of his own admission the Bank should have taken lenient view cannot at all be accepted. It will be seen from the original enquiry proceedings against the workman that he had obtained the cheque books in the name of different customers and used those cheques for the withdrawal of the amounts from the accounts of the customers, after forging their signatures on the cheques. Thus the charges against the workman are really very serious nature. It is now an admitted fact that the workman admitted all the illegal acts committed by him before the Bank management. As admitted by the workman by his letter dated 30-10-1980 (Ex. 10) he had withdrawn different amounts on nine occasions from different accounts of the customers during the period 16-7-1980 to 1-10-1980 i.e. during the period of 2½ months. The total amount fraudulently obtained by him was Rs. 1050. Though the total amount withdrawn is not a very big one, still the illegal acts of forging the signatures of the customers were committed by him on as many as nine occasions. However, according to the workman discrimination was caused by the Bank management in imposing the severe punishment of dismissal upon him, while the Bank management had taken a lenient view in similar other cases. The workman has referred to these cases in Sch. II of the statement of claim. According to the Bank management, the cases referred to by the workman cannot be compared with the case of the workman and hence the Bank was just in awarding the punishment of dismissal from service upon him. The Bank management has filed details of the cases referred to by the workman in annexure-I to the written statement. The Chief Manager, Personnel of the Bank stated in his affidavit that what is stated in the said annexure is true and correct. The cases referred to by the workman and replied by the Bank management, and their true position in the matter is thus —

- (a) According to the workman, one another employee namely, Shri T. D. Naik, Cashier, while serving at Jogeshwari Branch was alleged to have committed misappropriation of Rs. 1,385, for which an enquiry was held against him in 1983, and he was dismissed from service and later on he was taken back in service in 1986.

According to the Bank management, the Enquiry Officer after completing the necessary enquiry against the Cashier Shri Naik had found that the charge of misappropriation of Bank's funds was not proved against him. He was held guilty of the charge of doing

an act prejudicial to the interest of the Bank involving or likely to involve the Bank into financial loss. The disciplinary authority, however, drew his own conclusion and found the said workman guilty of misappropriation of the Bank's funds and imposed the punishment of dismissal from service which was confirmed by the Appellate authority. However, on account of the intervention of the Assistant Labour Commissioner, the matter was re-considered and a settlement was entered into, and the workman was reinstated in service, and the punishment of stoppage of three increments was imposed upon him. Thus in the case of Shri Naik, the Enquiry Officer had held the charge of misappropriation of Bank's funds not proved, and at the intervention of the Assistant Labour Commissioner, the said workman was reinstated in service with the punishment of stoppage of three increments. As such this case cannot be compared with the case of the workman in question.

- (b) According to the workman, a Cashier by name Shri J. B. More, while serving at Vile Parle Branch, was alleged to have misappropriated Rs. 3,000 in 1981, and he was placed under suspension. Enquiry was held against him, and later on when that workman deposited the entire amount in the Bank, the punishment only of stoppage of one increment was imposed upon him and he was taken back in service with full back wages. According to the Bank management, the Enquiry Officer had held that the charge of committing theft/embezzlement not proved. Hence the disciplinary authority had imposed the penalty of stoppage of one annual increment upon him.
- (c) According to the workman, another Cashier by name Shri P. A. Solanki, while serving at Sun Mill Compound Branch, was responsible for the shortage of Rs. 27,000 and that an enquiry was held against him and he was dismissed from service in 1985, but after he deposited the whole amount in the Bank, he was taken back in service in 1986. The penalty of stoppage four increments only was imposed upon him.

According to the Bank management, there was shortage of Rs. 27,000. The Enquiry Officer after holding the necessary enquiry, had held Shri Solanki guilty of gross negligence and committing acts prejudicial to the interest of the Bank. However, the Enquiry Officer exonerated Shri Solanki of the charge of misappropriation of Bank's funds. The Disciplinary authority recorded his own finding and imposed the punishment of dismissal from service upon him. The Appellate authority on re-examining the case reduced the penalty to that of stop-

page of four increments. Thus, in this case Shri Solanki was found not guilty of the charge of misappropriation of the Bank's fund. He was found guilty only of gross negligence.

- (d) According to the workman, the Cashier Shri K. A. Rao while serving at Dadar Branch, a shortage of Rs. 10,000 was noticed. An enquiry was held against him and he was dismissed from service in 1983. However, on refunding the entire amount, he was taken back in service in the same year and the punishment of stoppage of one increment was imposed upon him, and at present he is working on promotion as a machine operator

According to the management of the Bank, he was charged with misappropriation of Bank's fund, theft and gross negligence in performance of duties, which constituted acts of gross-misconduct. The Enquiry Officer, however, exonerated the said workman Shri Rao from the charge of misappropriation of Bank's funds and theft and found him guilty of gross-negligence in performance of duties, which amounted to doing an act prejudicial to the interests of the Bank. Hence the punishment of only stoppage of one increment was imposed upon him, and he was asked to make good the loss of the 10,000 caused to the Bank due to his negligence.

- (e) According to the workman, the Cashier, Shri G. S. Tawde while serving at Nagdevi Branch, there was a shortage of Rs. 1,50,000 in the year 1979. However, though he was suspended from service, no enquiry has been held against him and at present he is getting full salary.

According to the Bank management, the workman Shri Tawde was arrested by the Police in connection with misappropriation and theft of Rs. 1.50 lakhs belonging to the Nagdevi Branch. He was thereafter suspended from service in 1979. He was prosecuted in the Court of Metropolitan Magistrate for the offences under Secs. 409 and 477-A of the IPC and the case is still in progress. The workman in question admitted in his cross-examination that the criminal case against Shri Tawde is still pending in the Metropolitan Magistrate Court.

- (f) The last case referred to by the workman is that of Shri V. Z. Gawde. According to him, the neon Shri Gawde is alleged to have disposed of cheque writing Machine, while serving in the Stationery Department of the Bank and he was suspended from service in 1980. Though enquiry was held against him, he was taken back in service with a punishment of stoppage of one increment. According to the Bank management, Shri Gawde was prosecuted for the offence under Section 381 of the IPC in the Court of

Metropolitan Magistrate, but was acquitted of the said charge. The Enquiry Officer found Shri Gawde guilty of that charge, and punishment of stoppage of four annual increments was imposed upon him.

- (g) The workman referred to one more case in his evidence. According to him, a typist-cum-Clerk by name Shri J. R. Vyas was working in Dena Bank. An enquiry was held against him on the allegation of misappropriation of Rs. 23,000 and odd. Only the punishment of stoppage of four increments was imposed upon him in spite of the serious allegations. Though he was firstly suspended from service, he has been taken in service, with punishment of stoppage of increments.

According to the Bank management, the employee Shri Vyas was chargesheeted for the misconduct of wilful damage or attempt to commit damage to the property of the Bank or any of its customers and doing an act prejudicial to the interest of the Bank. There was no charge of misappropriation of fund or fraudulently withdrawing money from the account holders or customers as in the present case of the workman. Hence the punishment of four increments was imposed upon him.

After considering the case of the workman in question and those of the seven workman mentioned above, it can be seen that the acts of the workman in question, cannot be compared with the cases of other workmen. In the case of present workman Shri K. G. Sawant, the charge is that he forged the signatures of different account holders for withdrawal of amounts from the accounts and the workman had pleaded guilty to the said charges. As noted above, the present workman has committed acts of misappropriation of amounts of different customers by forging their signatures and withdrawing the amounts of as many as nine occasions during the period of 2-1/2 months. In the case of other workmen they had committed the illegal acts only once, though the charges of fraud, theft etc. in respect of some of them have not been proved. Therefore, those other seven cases cannot be compared with the misconduct of the present workman, and as such it cannot be said that the Bank had done any discrimination in the case of the present workman, taking into consideration the nature of charges levelled against the other workmen. Even assuming that the charge against the other workmen were of serious nature, and were held proved, it is quite just and proper that the Bank did not repeat the mistake of taking a lenient view in the case of the present workman as it had taken the view in the case of other workmen. I therefore find that the action of the Bank management in imposing the punishment of dismissal from service upon the workman in question is quite just and proper.

11. According to the workman as he was to maintain a big family and due to family and financial difficulties he was compelled to do the illegal acts as

alleged against him. However, this is not a valid legal defence to his illegal acts. In this case the observations made by the Hon'ble Calcutta High Court in the case reported in 1987 L.A.B.I.C. 77 in the case between Wimeco Sramik Union and Industrial Tribunal and others are material. It was observed in that case thus:—

“The order of dismissal passed against the workman for the proved misconduct of theft was not unjustified, as to merit interference by the Tribunal u/s 11-A of the Industrial Disputes Act. The offence of theft, which was committed by the employee concerned, showed that he was dishonest and his suitability and reliability to continue in service might be affected by that reason and would have a bearing on his contract of service and as such, the said offence was a good ground for dismissing the employee concerned from the service. The fact that the workman had rendered a long period of unblemished service and the property stolen was worth only Rs. 150, did not justify a lesser punishment. Even an attempt to steal the employer's property on the part of the workman was a serious and deserved nothing short of dismissal. If the workman was allowed to get away with a lesser punishment u/s 11-A, it would be very difficult for the employer to maintain discipline in the organisation. Such being the fact, and when the dismissal of the workman was preceded by a fair and proper enquiry, there was no justification for interference with the order of dismissal u/s 11-A of the Industrial Disputes Act.”

Therefore, I find that the action of the Bank in the dismissal of the said workman is not harsh disproportionate to the nature of the offence committed by the workman and the Bank did not commit any error in not taking a lenient view concerning the case of the workman as it had taken lenient view in the cases of misappropriation etc. of other employees of the Bank. Issue No. 2 and 3 are found in the negative. Therefore, the action of the Bank management in terminating the services of the workman in question is just and proper. Issue No. 4 is found in the affirmative. As such the workman in question is not entitled to any relief. Issue No. 5 is found accordingly.

12. Even though the workman is not entitled in law to the relief of reinstatement in service, as he has now suffered a loss of 10 years wages, and as according to him, he was faced with family problems and financial difficulties, as requested on his behalf, the Bank may consider him for appointment to any post as a fresh employee without back wages and without continuity of service. The following award is, therefore, passed.

#### AWARD

The action of the management of Dena Bank, Bombay, in terminating the services of Shri Krishnaji Gopa Sawant, Clerk with effect from 17-9-1981 is just and proper.

The parties to bear their own costs of this Reference.

2-7-1990.

P. D. APSHANKAR, Presiding Officer.

[No. L-12012/195/87 D.U(A)]

नई दिल्ली, 1 अगस्त, 1990

का. अ. 2203 औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार, इलाहाबाद बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुसूचन में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचवट को प्रकाशित करता है, जो केन्द्रीय सरकार को प्राप्त हुआ था।

New Delhi, the 1st August, 1990

S.O. 2203.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the Allahabad Bank and their workmen, which was received by the Central Government.

#### ANNEXURE

BEFORE SHRI ARJAN DEV PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PANDU NAGAR, KANPUR.

Industrial Dispute No. 123 of 1989

In the matter of dispute between :

State Assistant General Secretary,  
U.P. Bank Employees Union  
36/1 Kailash Mandir,  
Kanpur-208001.

AND

The Asstt. General Manager,  
Allahabad Bank,  
Swarup Nagar,  
Kanpur-208001.

#### AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-12012/885/88-D 2(A) dt. 23-5-1989, has referred the following dispute for adjudication to this Tribunal.

Whether the demand of the U.P. Bank Employees Union to post S/S Radhey Shyam Kool, Gopi Nath Tondon & Shri Om Prakash Kapoor on promotion as Special Asstt. at Kanpur branches of Allahabad Bank is justified? If not, to what relief are the concerned workmen entitled?

2. Today the parties to the dispute have filed compromise. It has been duly verified before me by Shri

J. D. Mishra and Shri Dhananjai Tewari in their capacity as State Vice President and Dy. General Secretary of U. P. Bank Employees Union and by Sh. M. K. Verma LLR on behalf of the bank. It is lawful. The terms of the compromise/settlement are as under :—

1. It is agreed that the workman S/Sh. R. S. Kool, G. N. Tandon, clerks Kanpur Branch and O. P. Kapoor, clerk Swarup Nagar Branch, Kanpur, will be assigned with the duties of Special Assistant on permanent basis in the branches situated within the Kanpur city only in clear vacancy/vacancies of Special Assistant just occurred i.e. on or upto 31-3-90 with prospective effect from the date they assume their duties as Special Assistants in the new Branches of their posting, within a week.
2. It is further agreed that the above workmen will not be entitled to claim any past arrears under any circumstances whatsoever.
3. It is further agreed that the above workmen will not be allowed nor will they claim any notional seniority even, for assignment of duties as Special Assistants. Their seniority as Special Assistant will be counted only from the date they actually assume their duty as Special Assistants hereafter.
4. It is further agreed that this settlement has been arrived at between the parties without creating any precedence for assignment of duties as Special Assistant in future.
5. That this fully and finally resolves the entire matter of dispute under the present reference.

Accordingly the reference is answered in terms of the settlement dt. 3-7-1990.

ARJAN DEV, Presiding Officer

[No. L-12012/885/88-D.II(A)]

का. प्र. 2204 औद्योगिक विवाद प्रविनिधन, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सन्दर्भ बैंक आर. इंडिया के प्रबंधक के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक प्रतिक्रिया कानपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को प्राप्त हुआ था।

S.O. 2204.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Kanpur as shown in the Annexure in the Industrial dispute between the employers in relation to the Central Bank of India and their workmen, which was received by the Central Government.

## ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, DEOKI PALACE ROAD, PANDU NAGAR, KANPUR-208005.

Industrial Dispute No. 168 of 1988  
In the matter of dispute between :

Shri Shyam Sunder Sharma  
8/350 Nala Bhairo Belanganj  
Agra, U.P.

AND

The Regional Manager  
Central Bank of India  
8/1 Bhairo Bazar Agra, U.P.

## AWARD

1. The Central Government, Ministry of Labour, vide its notification no. L-12012/447/88-LI(A) dated 29th November, 1988, has referred the following dispute for adjudication to this Tribunal :

Whether the Regional Manager, Central Bank of India Agra was justified in terminating the services of Shri Shyam Sunder Sharma ?  
If not, to what relief is the workman entitled ?

2. The case of the workman is that he had worked for 268 days as class IV employee in the different branches of Central Bank of India at Agra. He had worked from 27-2-84 to 28-4-84, in the Belanganj Branch, from 7-5-84 to 1-8-84, 6-8-84 to 31-8-84 and 4-9-84 to 13-9-84 in Belanganj Divisional Office and from 8-10-84 to 29-12-84 in the Fountain Branch. According to him breaks in service were not due to his own fault, but due to the unfair labour practice adopted by the management. At the time of terminating his services he was not given any notice pay and retrenchment compensation. Even junior to him were retained in service at the time of termination of his services. The order of his termination is, therefore, null and void. He has therefore prayed that he be reinstated in service with full back wages and continuity of service.

3. In defence the management plead that some time in the last week of February, 1984, Sh. Shyam Sunder Sharma, personally approached the Branch Manager Belanganj Branch Agra and requested him for giving him some labour work as he had no means of his livelihood. Looking to his pitiable condition, the branch manager engaged him for bringing water from outside the premises of the bank. Likewise Sh. Sharma approached some other branches of the bank for giving him labour work. The nature of work which was required and done by him was only of bringing water from outside the premises of the bank and for that he was paid labour charges as mutually agreed upon. At Belanganj Branch during the periods 27-2-84 to 28-4-84, he was paid Rs. 368/- for 46 days; at the Divisional Office during the periods 7-5-84 to 1-8-84, 6-8-84 to 31-8-84 and 4-9-84 to 13-9-84 he was paid Rs. 808/- for 120 days and during the period 8-10-84 to 29-12-84 at Fawwara Branch he was paid Rs. 578.25 paisa for 65 days.

It hardly took 1-1.2 hours for completing the job assigned to Sh. Sharma. In fact due to shortage of water supply in Agra City in 1983-84, the bank used to engaged outside labourers for bringing water from outside the premises of the bank on its different branches of the bank at Agra. The management further plead that recruitment in subordinate cadre is made only through Employment Exchange as per directions of the Government of India in this regard. Only those candidates who were declared successful in the written test and interview are given appointments in the service of the bank. During conciliation proceeding before the ALC(C), the bank made an offer to the applicant to appear in the next recruitment test for sub staff and assured him that in the event of his being declared successful, he would be given appointment in the service of the bank. But this offer of the bank was not accepted by Sh. Sharma. He was neither on the muster roll of the bank nor he was ever issued any appointment letter. His case does not fall within the purview of the definition of retrenchment as given in Sec. 2(oo) I.D. Act. He was not entitled to any annual festival, casual and national leave as he was not in the regular employment of the bank.

4. According to the management, the reference order is bad in law. The management deny that the management ever adopted any unfair labour practice as alleged by Sh. Sharma. Finally, the management plead that Sh. Sharma, has also filed a petition under Sec. 33C(2) I.D. Act, before this court, wherein he has claimed difference of wages. In view of the pendency of the said case, the present dispute should not be entertained.

5. In support of his case, the workman, Sh. Sharma, has filed his own affidavit with a number of documents forming annexures to his affidavit. On the other hand, the management filed an affidavit of Sh. R. K. Jain, Chief Officer of the Bank with a number of documents forming parts of his affidavit. Cross Examination of the workman was concluded on 21-8-89. In my order dated 14-6-90, I have shown how despite opportunity available to the workman, no cross examination of the management witness was done either by him or his authorised representative. I need not give details over again.

6. With his affidavit Sh. R. K. Jain has filed the copy of deposition dated 13-10-88 of the workman in LCA No. 312 of 1987 and the copy of order dated 21-3-89 passed by this court in the said LCA case. In the LCA case it was observed by this court as follows—in para 5 and 6—

The bank also filed a number of documents summoned by the applicant. In his cross examination the petitioner has deposed that he is 8th class pass and he can make his signatures on both in Hindi and English. According to him his job was to bring water, to fill water in coolers and to bring dak from the clearing house and to fetch bank books, under the orders of the branch manager and other members of the staff. He has also deposed that his signatures appeared in the clearing register of the period October to December 1984. This fact that

his signatures appear in the clearing register has been denied on oath by Shri R. S. Saraswat Dy. Chief Officer of the Bank who in para 4 of his affidavit has stated that on checking the clearing register of the said period he has found that signatures of the petitioner does not appear at any place in the register.

The petitioner has then deposed in his cross examination that he never made any representation that he was not being paid wages as were being paid to the members of regular sub staff. He has further deposed that his name was never sponsored by the Employment Exchange. I may state here that from the facts alleged in petition u/s 33C(2) I.D. Act, it is evident that he had worked in the bank upto 28-12-84. The present petition was filed by him on 28-2-87 i.e. after 3 years and 9 months. The question is why he kept silent and did not agitate the matter while he was serving the bank or soon after the termination of his services. There is nothing on record to show that he ever took up the matter with the management through any union of the bank employees.

From the above facts and circumstance, I conclude that he had been simply engaged by the bank for bringing water from outside the premises and for filling coolers with water. Had he been appointed in any short vacancy his name would have surely been sponsored by the Employment Exchange. A member of sub-staff temporary or permanent would not have done the job of bringing water from outside the premises of the bank of filling water in the coolers. It is common knowledge that in recent times there has been a great scarcity of water in towns and cities. So there is no wonder if the bank had employed him as labourer only for this said specific purpose.

There is no evidence from the side of the workman to show that he has filed any writ petition against the order dated 21-3-89 passed by this court in LCA No. 312 of 1987. Shri Shyam Sunder Sharma Ver us M/s. Central Bank of India and the said writ petition is pending. In his affidavit, Sh. R. K. Jain, the witness of the management, has deposed that Sh. Sharma has never worked in the bank as a peon. He was simply engaged as a water loader/labourer on daily wages of Rs. 8/- per day.

7. While in cross examination, Sh. Sharma was confronted with a number of vouchers, photostat copies of which were filed by the management. Sh. Sharma admitted his signatures on vouchers nos. 1 to 5 and 14 to 31. It appears from the vouchers on which he had admitted the signatures that he was simply paid labour charges. He has also admitted that LCA No. 312 of 1987 which was registered on his petition u/s 33C(2) I.D. Act, has been dismissed. He has then admitted that before ALC (C) an offer

was made on behalf of the bank, to appear in the next recruitment test with the understanding that if he come out successful in the test, he would be absorbed in the permanent service of the bank. According to him he did not accept this offer as he feared that he might not be failed.

8. The finding in LCA 312/87 operates as Res-judicata. Even the other evidence such as vouchers go to show that he was simply paid labour charges. Had he actually been kept as a peon, the management would have surely issued an appointment letter and would have surely paid him the wages of a sub staff.

9. Hence, the question of publication of sec. 25F & G.I.D. Act does not arise in the present case as much as he was simply engaged to bring water from outside the premises of the bank and to do other aliked work.

10. Held that there was neither any illegality nor unjustification in terminating the services of Sh. Shyam Sunder Sharma. Consequently, he is entitled to no relief.

11. Reference is answered accordingly.

ARJAN DEV, Presiding Officer.

[No. L-12012/447/88-D.II(A)]

V. K. VENUGOPALAN, Desk Officer.

नई दिल्ली, 31 जुलाई, 1990

का. धा. 2205 औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार, मैसर्स भारत कोकिंग कोल लि. की पथरडीह कोलियरी के प्रबंधन से संबद्ध नियोजकों और उनके कर्म-कारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण (सं) (1) धनबाद के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकारको 23-7-90 को प्राप्त हुआ था।

New Delhi, the 31st July, 1990

S.O. 2205.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, (No. 1), Dhanbad as shown in the Annexure in the industrial dispute between the employers in relation to the management of Patherdih Colliery of M/s. Bharat Coking Coal Ltd. and their workmen, which was received by the Central Government on the 23-7-90.

#### ANNEXURE

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL NO. I, DHANBAD

In the matter of a reference under section 10(1)(d) (2-A) of the Industrial Disputes Act, 1947

Reference No. 7 of 1989

#### PARTIES :

Employers in relation to the management of Patherdih Colliery of Bharat Coking Coal Ltd

AND

Their Workmen.

#### APPEARANCES :

For the Employers : Shri R S. Murthy, Advocate.

For the Workmen : Shri Lalit Burman, Vice-President, United Coal Workers' Union.

STATE : Bihar.

INDUSTRY : Coal

Dated, the 17th July, 1990

#### AWARD

The present reference arises out of Order No. L. 20012/175/88-B II(A) D.IV(A), dated, the 30th December, 1988, passed by the Central Government in respect of an industrial dispute between the parties mentioned above. The subject matter of the dispute has been specified in the schedule to the order and the schedule runs as follows :

"Whether the action of the management in not allowing Smt. Dulali Munda and Smt. Mangri Munda, Wagon Loaders of Patherdih Colliery to resume duty is justified? If not, to what relief are the workmen entitled?"

2. The dispute has been settled out of Court. A memorandum of settlement has been filed in Court. I have gone through the terms of settlement and I find them quite fair and reasonable. There is no reason why an award should not be made on the basis of terms and conditions laid down in the memorandum of settlement. I accept it and make an award accordingly. The memorandum of settlement shall form part of the award.

3. Let a copy of this award be sent to the Ministry as required under Section 15 of the Industrial Disputes Act, 1947.

S. K. MITRA, Presiding Officer.

[No. L-20012/175/88-D.III(A) D.IV(A)]

K. J. DYVA PRASAD, Desk Officer

#### BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of Ref. No. 7/89

#### PARTIES :

Employers in relation to the Management of Patherdih Colliery of Bharat Coking Coal Ltd. P.O. Patherdih, Dist. Dhanbad

AND

Their workmen.

Joint Compromise petition of the employers and the Workmen/Sponsoring Union

The above mentioned employers and the workmen represented by the sponsoring union namely, the United Coal Workers' Union most respectfully beg to submit jointly as follows :—

- (1) That the Management and the sponsoring Union have jointly negotiated the matter covered by the aforesaid reference with a view to arriving at an amicable and mutually acceptable settlement on an overall basis.
- (2) That as a result of such negotiations, the Management and the sponsoring union have agreed to amicably settle the matter covered by the above reference on an overall basis on the following terms and conditions.
  - (a) It is agreed that the two workmen concerned namely Smt. Mangri Munda and Smt. Dulali Munda will be reinstated in service as unskilled Category-1 workers on a basic wage of Rs. 39.87 (MCWA-IV pay scales) within 15 days of this joint Compromise petition being accepted by the Hon'ble Tribunal.
  - (b) It is agreed that the two workmen concerned will be paid a lumpsum amount of Rs. 10,000 (Rupees ten thousand only) each and that they will not be entitled to any back wages for the period of their idleness. The payment will be made within a month from the date of the settlement.
  - (c) It is agreed that the two workmen concerned will be paid a lumpsum amount of service put in by them earlier under the Management.
  - (d) It is agreed that on reinstatement as aforesaid the two workmen concerned will be

provided employment in any Unit of Sudamdih Area as may be decided by the General Manager, Sudamdih Area. The Management shall have the Liberty to transfer them to any other units/Area of BCOL later on as per the requirements of the Management and the exigencies of service.

- (e) It is agreed that this is an overall settlement/agreement in respect of all the claims of the sponsoring union and the two workmen concerned arising out of the aforesaid reference.
- (3) That the employers and the sponsoring union hereby confirm and declare that they consider the aforesaid terms and conditions of settlement as fair, just and reasonable to both the parties.

In view of the above the employers and the sponsoring union jointly pray the Hon'ble Tribunal may be pleased to accept this joint compromise petition and dispose of the aforesaid reference by giving an award as per aforesaid terms and conditions.

Lalit Burman,

Vice President,

United Coal Workers' Union

For and on behalf of Workmen.

Supdt. of Mines,  
Patherdih Colliery  
BCCI.

For and on behalf of Employers.

Dhanbad, The 28th day of June 1990.

R. S. Murthy,

Advocate for Employers.

Part of the Award.

